

Tender No:------(insert ULB name)/-----/2015

-----CORPORATION/MUNICIPALITY

**Tender Document
for
Manufacture, Supply, Install and Construct, 'Universal Design Toilets' to
be undertaken in
----- Corporation/ Municipality**

(Single Stage two cover System)

Last Date of Submission:-- --- /--- /2015

JUNE 2015

Disclaimer

The information contained in this tender document ("**Tender Conditions**") and subsequent information provided to interested parties ("**Tenderers**"), in documentary form by or on behalf of the ----- Corporation/Municipality or any of their employees or advisors (hereinafter referred to as "**ULB**") on the terms and conditions set out in this Tender Conditions and any other terms and conditions subject to which such information is provided will form part of the Tender Conditions. The purpose of issuing these Tender Conditions is to provide the interested parties with maximum accurate information to assist the interested parties to formulate their financial and technical proposals (collectively referred as "**Tender**"). However, the interested parties are advised to make their own verification and necessary tests and analysis about the information provided in the Tender Conditions. The ULB makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender Conditions and concerned with any matter deemed to form part of the Tender Conditions, the award of the Project, the information supplied by ULB or otherwise arising in any way from the selection process in no circumstances shall the ULB, or its respective advisers, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of these Tender Conditions, or the selection procedure. The ULB has made every effort to ensure the accuracy of the information provided from the welfare angle of the public administration, it is not in the ambit of the ULB to consider the investment objectives, financial situation and particular needs of each tenderer or any of his employees or associates reading or using these Tender Conditions. Since it is the duty of the ULB to provide outline of the tender requirements, the data are made available and the intension is to facilitate bidding process, therefore it is made clear that.

The Tenders prior to submitting their Tender are expected to understand the evaluation mechanism design and conduct a pre- study to arrive upon the most perfectly worked out offer. The tenderers are requested to go through this Tender and draft Agreement document very carefully in order to understand the process in totality rather than in parts.

The information contained in these Tender Conditions does not purport to be comprehensive and shall not be construed as legal, financial or tax advice. The ULB will not be liable for any costs, expenses, howsoever incurred by the respective Tenderers in connection with the preparation of their respective

Tenders. Nothing in these Tender Conditions is, nor shall be relied upon as, a promise or representation as to the ULB's ultimate decision in relation to contract to be awarded. The ULB expects to shortlist Tenderer(s), in accordance with these Tender Conditions on the basis of Tenders submitted.

No person other than Mr. [*please insert name and designation*] has been authorised by the ULB to give any information or to make any representation not contained in these Tender Conditions and, if given or made, any such information or representation shall not be relied upon as having been so authorised.

Nothing in these Tender Conditions shall constitute the basis of a contract which may be concluded in relation to the Project to be undertaken pursuant to the award of the contract nor shall anything contained within these Tender Conditions be used in construing any such contract. Each Tenderer must rely on the terms and conditions contained in the Agreement, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such Agreement. Any reference to these Tender Conditions in such Agreement or any correspondence between the ULB and the Tenderer shall not be construed as these Tender Conditions forming part of such Agreement.

The Tenderer(s) is/are prohibited from any form of collusion or arrangement by a Tenderer (or its advisers or consultants) in an attempt to influence the award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Tenderer towards any officer/employee of the ULB or to any other person in a position to influence the decision of the ULB for showing any favour in relation to the award of the Project, shall render the Tenderer to such liability/penalty as the ULB may deem proper, including but not limited to rejection of the Tender of the Tenderer and forfeiture of its Earnest Money Deposit ("EMD").

The Laws of the Republic of India are applicable to these Tender Conditions. The courts in Chennai shall have the exclusive jurisdiction in relation to any disputes arising out of or in relation to these Tender Conditions.

Each Tenderer's acceptance of delivery of these Tender Conditions shall constitute its agreement to, and acceptance of, the terms set forth in this disclaimer.

Signature of the Tenderer

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Signature of the Tenderer

Schedule of tendering process

Manufacture, Supply, Install and Construct, 'Universal Design Toilets' to be undertaken in

----- **Corporation/ Municipality**

The ULB prescribes the following time schedule for submission of proposals by tenderers.

Sl. No	Activity	Date
1	Issue of Notice Inviting tender	
2	Pre Bid Meeting	
3	Last Date of raising queries	
4	Issue of addenda on clarification if any	
5	Deadline for submission of Tender by Tenderers	
6	Opening of technical proposal	

SECTION I:

INVITATION TO TENDERERS (ITT)

Signature of the Tenderer

**SECTION I:
INVITATION TO TENDERERS (ITT)**

NOTICE INVITING TENDER (NIT)

Tender No: - ----- (insert ULB name)/-----/2015

----- **CORPORATION/MUNICIPALITY**

Manufacture, Supply, Install and Construct ‘Universal Design Toilets’ to be undertaken in

----- **Corporation/ Municipality**

The ULB invites Tender through E-tendering system from experienced interested parties for Manufacture, Supply, Install and Construct, ‘Universal Design Toilet s’ along with its Operation and Maintenance for five years to be undertaken in ----- Corporation/ Municipality limits.

SI No	Name of work	EMD (Rs) (1%)	Performance Security Deposit (Rs)	
1	Manufacture, Supply, Install and Construct, ‘Universal Design Toilet s’ to be undertaken in ----- Corporation/ Municipality limits	Rs.----- Lakhs <i>(preferably 1% of the total contract value for construction)</i>	Rs.----- Lakhs <i>(preferably 5% of the total contract value for construction)</i>	

Project Name:

Manufacture, Supply, Install and Construct, ‘Universal Design to be undertaken in ----- Corporation/ Municipality limits.

Signature of the Tenderer

Back ground

In the Swachh Bharat Mission it is has envisaged to ensure open defecation free state by 2019. In this regard, among various measures taken to achieve the aforementioned goal and has envisaged and designed a universal toilet for the users which is suitable for Men, Women, Children, Elderly citizens, and physically challenged persons.

The ULB has proposed to install these “Universal design toilets” which shall be undertaken with Private Sector Participation in the form of the identified Project and it is proposed to be implemented by installing about --- numbers in the locations identified within the ULB limits as is more particularly identified in the list enclosed as Appendix I.

Availability of the Tender Conditions:

The Tender Conditions shall be available at ULB’s website <http://municipality.tn.gov.in/-----/> (*insert the website of ULB*), www.tntenders.gov.in, www.tenders.tn.gov.in and can be down loaded free of cost. The Tender Conditions can also be obtained at the Information Centre of the ULB on payment of Rs. 2000/- (Rupees Two thousand only). The sale of the Tender Conditions shall be closed 24 hours prior to the final date of submission of Tenders by the Tenderers.

Further clarifications if any may be had from the Commissioner, ----- Corporation/Municipality.

COMMISSIONER
----- **Corporation/Municipality**

Signature of the Tenderer

SECTION II

INSTRUCTIONS TO TENDERERS (ITB)

Signature of the Tenderer

Section II : INSTRUCTIONS TO TENDERERS (ITB)

1. INTRODUCTION

- 1.1 The municipal limits of the ULB is spread over an extent of ----- sq km with population of ----- as per 2011 census. *(Brief description about the ULB).*
The ULB is a statutory body created under Municipalities Act, 1920/-----
----- *(insert appropriate act related to the ULB)* and is responsible to maintain sanitation and public health in their limit.
- 1.2 The ULB invites interested parties to Manufacture, Supply, Install and Construct, “Universal design Toilets ” with composite toilet stalls, of western commode or Indian squat-pan types, suitable for use by men , women , elderly and physically challenged , independent children and dependent children, depending on site requirements as per the drawings and specifications furnished along with the Tender Conditions to be undertaken in the municipal limits of ----- Corporation/Municipality (“**Project**”).

2. Scope of the Work:

The scope of work in the Project shall consist of including but not limited to the following:

- (a) Manufacturing, supplying, installation and Construction of the “Universal design Toilets, Sanitary Complex for Public /Community Toilet” as per the design, drawings, and layout furnished herein.
- (b) Tenderer has to satisfy himself of the ground conditions as in the availability of Under Ground Sewerage Scheme or its absence (requiring septic tank or any structure), should have appropriate system to treat the influent sewage using solid – liquid separator or any means for safe disposal of the treated effluent, for understanding the locations specific scope of the work. Therefore the quote should also be in accordance.
- (c) Construction to be completed within the time period stipulated in the Agreement.

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3. **Obligations of the Successful Tenderer:**

- (a) Manufacture, Supply, Install and Construct, “Universal design modular Toilets, Public Toilets, Community Toilet Complex” .
- (b) The tenderer should install the “Universal design Toilets” with necessary auxiliary items associated with the toilets as per the designs, drawings, layout furnished herein.
- (c) Provision of essential services for user’s viz., soaps, napkins, dust bins etc.
- (d) Ensuring that the “Universal design Toilets” are clean and free of debris and garbage through regular monitoring, maintenance and solid waste collection.
- (e) Toilet design should ensure smooth trouble free usage and proper flushing.
- (f) The Successful Tenderer shall take necessary precaution for environmental and social safeguards in accordance with applicable norms and guidelines.
- (g) The lighting arrangement with solar energy at the toilet unit shall be fully functional at all times and shall be of LED Bulb of requisite lighting density as per applicable codes and standards. Electrical safety is to be ensured for users as well as staff of the Successful Tenderer.
- (h) The Successful Tenderer shall not display or exhibit any picture/poster or any other article in any part of the premises.
- (i) The premises of toilets shall not be used by the Successful Tenderer for purpose other than for which it is allowed under the Tender Conditions or the Agreement.
- (j) The Successful Tenderer shall provide easy access (ramp with handrail) for physically challenged persons and elderly people - senior citizens as specified in the specifications to be provided by the ULB.
- (k) Water for closets shall be operated by flushing only. Necessary provision to facilitate this shall be made by the Successful Tenderer.

4. **Obligations of the ULB**

- (a) The ULB would make available adequate plot of land, free of any disputes and away from any, water bodies, so as to satisfy the Pollution Control Board Norms.
- (b) The land would be handed over to the Successful Tenderer for construction after executing the Agreement.
- (c) The water supply required for the toilet will be provided by the ----- Corporation/Municipality free of cost.

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- (d) The number of toilets, location and layout where they have to be provided by the -----Corporation/ Municipality.
- (e) The ULB shall provide necessary lighting and other electrical arrangements for the toilet complex and its nearby areas
- (f) The ULB should ensure that the site proposed for the construction of the toilets shall be levelled and made available for installation and construction

5. Language:

The Tender and all related correspondence, documents and certificate should be in the English language. If supporting documents and printed literature furnished by the Tenderer with the Tender is in any other language they should be accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail.

6. Nature of the Currency:

The currency for all the purpose of the entire Tender shall be the Indian National Rupee (INR).

7. The Site Visit:

Each Tenderer shall submit their Tender after visiting the areas in the list of locations proposed for implementation of the Project as per the dates specified in the Tender Conditions and after ascertaining the location, surroundings, access to UGS System or any other matter considered relevant. The submission of proposals will imply that the Tenderer has visited the locations where the Project is to be implemented.

8. Clarifications Of Tender Documents

- 8.1 The Tenderer requiring any clarification with respect to the Tender Conditions may notify the ULB in writing by post, courier or by facsimile at the address given in the Letter of Invitation up to two (2) days in advance of the Pre-Bid meeting.

The ULB reserves the right not to respond to the questions raised by the Tenderers or to provide clarifications if the ULB, in its sole discretion, considers

Signature of the Tenderer

that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling or requiring the ULB to respond to any questions or provide any clarification. No extension of any deadline will be granted on the basis or grounds that the ULB has not responded to any question or provided any clarification.

8.2 Pre Bid Meeting:

- 8.2.1 The ULB would conduct Pre-bid Meeting on the date scheduled as shown in the bidding schedule at 11.00 AM at the *Conference Hall/ office* of the ----- Corporation/Municipality.
- 8.2.2 Pre-Bid Meeting with the Tenderers shall be convened at the designated date, time and place. Any person or corporate entity with a valid identity and established credentials, sincerely interested to bid for the project may participate in the Pre-Bid Meeting.
- 8.2.3 During the course of Pre-Bid Meeting, the Tenderers will be free to seek clarifications and make suggestions for consideration of the ULB. The ULB shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive tendering process.
- 8.2.4 The ULB reserves its right to change the date or time scheduled for conducting the Pre-bid Meeting and the same will be made available in the website where the tender documents are made available and downloaded by the tenderers i.e. www.tntenders.tn.gov.in, <http://municipality.tn.gov.in/-----/> (*insert website address of the ULB*) and the tenderers are required to verify the website as expected from anybody with due diligence before they plan to participate in the pre-bid meeting.
- 8.2.5 The Tenderers are required to submit their queries or seek clarifications in writing on or before ----- to the ULB. Tenderers may submit a list of queries and modifications required, on any matter to the Tender Conditions, including to the Scope of Work and/or the terms and conditions of draft Agreement.
- 8.2.6 The tenderers may also submit their written queries or clarifications in writing at the Pre-bid Meeting. The ULB shall have full right to reject or admit either in part

Signature of the Tenderer

or in full any request of the Tenderer regarding any amendment to the Tender Conditions including the extension of time.

- 8.2.7 The minutes of the Pre-bid meeting will be made available at the municipal web site <http://municipality.tn.gov.in/-----/> (insert website address of the ULB) and the tenderers may download the same from that website.
- 8.2.8 The Tenderers shall take into consideration of minutes of pre-bid meeting and read it as part and parcel of the Tender Conditions.

9. Bid Process:

The tendering process shall comprise of a single stage evaluation of the Tenders received.

Technical bid evaluation shall involve pre-qualification of eligible tenderers based on the specified evaluation and eligibility criteria. Technical evaluation will be carried out by evaluating technical conditions of the tenderers based on their technical bids containing details of their experience, financial capacity for the manufacturing, supplying, installation, construction of the toilets. The ULB shall open the financial proposal of those Tenderers who qualify on the basis of the review of the technically proposal.

10. Incorporation status of the Tenderer:

A Tender may be submitted by the Tenderer established as:

- 10.1 A Company which is found to be eligible as per the qualification criteria as set out in the Tender Conditions.
- 10.2 Any two or more companies which meet the qualification criteria set out in the Tender Conditions may form a joint venture and jointly submit a Tender along with the following:
- (a) A deed of undertaking in a form acceptable to the ULB whereby each member of the joint venture will be jointly and severally liable for undertaking the compliance by and performance of the Agreement by the joint venture.

Signature of the Tenderer

- (b) statement setting out the relevant details and experience of each member of the joint venture as are required from each Tenderer under the Tender Conditions.
- (c) A binding joint venture agreement executed in the form acceptable to the ULB.

Any change in the members of the joint venture shall be permitted only in exceptional circumstances by the ULB's written consent which may be permitted at the ULB's sole discretion.

Each Tenderer, or each member in the case of a joint venture, is required to include a signed statement confirming that no agent, middleman or any intermediary has been or will be engaged to provide any services or any other item or work related to the award and performance of the Agreement.

This signed statement shall further confirm that no agency commission or any payment which may be construed as an agency commission has been or will be paid and the Tender price will not include any such amount. If the ULB subsequently finds to the contrary, the ULB reserves the right to declare the Tenderer as non-compliant and declare any Agreement if already awarded to the Tenderer to be null and void.

11. Format and Signing of Proposal

The Tenderers are required to provide their financial and technical proposals in accordance with the Tender Conditions. The ULB would evaluate only those Tenders that are received in the required format and are complete in all respects as per the Tender Conditions.

The Tenderer shall submit its Tender in two forms, the technical proposal and the financial proposal. The Tenderer shall seal the technical proposal and the financial proposal in two separate envelopes, which shall be marked as "TECHNICAL PROPOSAL" and "FINANCIAL PROPOSAL". These two envelopes shall than be sealed in a single outer envelope and clearly mark as **"Tender for the Manufacture, Supply, Install and Construct "Universal Design Toilets" to be undertaken in ----- Corporation / Municipality limits"**.

Signature of the Tenderer

12. Bid submission and opening:

The Tenders can also be dropped in boxes kept in the ULB's office and marked for the purpose of the submission of Tenders.

The Tenderers also have the option of uploading their Tenders on or before the last date of submission of the Tenders as identified in the schedule of tendering process, online through e Tendering website www.tntenders.gov.in. Tenderers who wish to participate in e-Tender process need to fill data and details in predefined forms for EMD, requirements of qualification criteria, technical experience and financial capacity, certificate from qualified certified auditor to prove that the Tenderer is having the prescribed financial turnover, proof of liquid assets, the Tamil Nadu Tax Identification Number (TIN), Permanent Account Number (PAN) etc. and the financial proposal. Tenderers who wish to submit their Tender through the e-tendering process should upload the scanned copies of reference documents in support of their qualification requirements and proof of remittance of EMD for the Tender.

Tenderers submitting their Tender through e-tendering process shall submit the original hard copy of the Tender along with the original EMD, the proof of remittance of EMD, reference documents with respect to the technical proposal to the Commissioner prior to the time of opening of technical proposal as identified in the schedule for tendering process. The EMD shall be procured in the form of a demand draft issued by a nationalized or scheduled bank in favour of Commissioner, ----- Corporation/Municipality payable at ----- (*insert place*).

The technical proposal will be opened on the date specified in the schedule for tendering process or such other extended date as may be notified from time to time by the ULB through appropriate correspondence or by notifications issued online through the website www.tntenders.gov.in. Tenderers or their representative who wish to participate in online tender opening can log on to www.tntenders.gov.in on the due date and time, mark their presence and participate in online tender opening. Tenderers who wish to remain present at the office of the ULB at the time of tender opening can do so. Only one representative of each Tenderer will be allowed to remain present at the time of opening of the technical proposal.

Signature of the Tenderer

13. Amendments to Tender Conditions

The ULB reserves the right to amend the Tender Conditions by issuing addenda to the Tender Conditions at any time prior to the last date of the submission of the Tenders, whether on its own or in response to a clarification requested by a Tenderer (“**Addenda**”).

Addenda shall be issued in writing to all Tenderers and shall form part of the Tender Conditions. The Tenderer shall acknowledge receipt of Addenda by fax or e-mail message to the ULB. The ULB also has the right to issue the Addenda by providing it on the website of the ULB as an update; hence the Tenderers are requested to review the website of the ULB at regular intervals.

To afford the Tenderers reasonable time in which to take Addenda into account in preparing their Tenders, the ULB may extend the deadline for submission of Tenders for a period as it may deem fit.

In case after issuance of Addenda, the Tenderers who have already submitted their Tenders, do not resubmit their Tenders, it shall be deemed that such Tenderers do not intend to modify their Tenders on the basis of the Addenda and the Addenda has been taken into account by such Tenderer.

14. Eligibility Criteria:

The Tenderer in order to be eligible for submitting its Tender shall qualify under each of the financial and technical eligibility requirements stated herein below:

Financial eligibility:

- (a) The Tenderer shall have achieved a minimum annual financial turnover of INR ---- Lakhs (*insert 200% of the cost of the construction cost*) for any two (2) years during the preceding five (5) financial years prior to the date of submission of its Tender. The Tenderer shall furnish copies of the balance sheets, financial statements and annual reports duly audited by a statutory auditor.

Technical eligibility:

- (a) The Tenderer shall have successfully installed at least **50 numbers** of Modern toilet seats in India during the preceding five years in any single contract in State/central Governments/Public Sector Undertakings,

Signature of the Tenderer

Statutory Boards, Local Bodies. The copies of experience certificate for successful completion and maintenance of the toilets with proof of payment and copy of work orders duly certified by a certified auditor in the Tenderer's name will have to be attached as a proof. The Tender without such certificate will not be considered for evaluation.

- (b) The Tenderer should be a manufacturer of the modular toilet unit capable of manufacturing as per the universal design and drawing of the toilets and other auxiliary items as per the technical requirements/specifications to be provided by the ULB. The Tenderer shall provide a brief description of the products it manufactures for the ULB to assess the capability of the Tenderer.
- (c) The Tenderer's factory should consist of, including but not limited to, the facilities stated in Appendix IV. The Tenderer shall provide a brief description of its factory and its capacity substantiating the claim that the facilities in factory of the Tenderer is in accordance with the requirement of the ULB as stated in Appendix IV. It may be clarified that the ULB shall have the right to inspect the factory of the Tenderer and based on the request of the ULB the Tenderer shall promptly arrange for such inspection, cost of such inspection shall be borne by the Tenderer.

It is clarified that Tenders of only such Tenderer's who qualify under each of the above stated financial and technical eligibility criteria shall be considered for evaluation. Tenderer's who fail to qualify under any of the above stated eligibility criteria shall be rejected summarily rejected.

15. Earnest Money Deposit:

Tenderers shall enclose EMD of Rs.-----/- (Rupees ----- only) [*insert 1% of the construction cost*] by means of crossed Account Payee demand draft or pay order in favour of the Commissioner, ----- Corporation/Municipality obtained from a nationalised / scheduled bank, along with Tender.

The EMD will be forfeited:

- (i) In the case of Successful Tenderer, the EMD paid by him will be forfeited if he fails to provide the Performance Security within the stipulated time or any extension thereof provided by the ULB and fails to adhere all other conditions in Letter of Award.

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- (ii) If any information or document furnished by the Tenderer turns out to be misleading or untrue in any material respect.

Small scale Industrial Units registered with Tamilnadu Small Industries Development Corporation (SIDCO) or the National Small Industries Corporation (NSIC) or holding permanent registration certificate from the District Industries Centres of Directorate of Industries and Commerce were exempted from payment of EMD/Security Deposit and tender form will be supplied free of cost(as per G.O Ms No. 387, Finance (DPE) Department dated:3.08.1998. Necessary Certificate to be attached along with the claim for the exemption.

17. Bid Evaluation

17.1 Technical Evaluation:

During the evaluation of the Technical Proposal, the information of the Tenderers relating to their Technical experience and financial capability would be evaluated. Financial proposal of the Tenderers who qualified from the technical evaluation will only be opened and considered for further evaluation.

The ULB shall have the liberty to constitute an Evaluation Committee for the purpose of evaluation of bids including for the evaluation of technical bids and financial bid. The interpretation and decision of the Evaluation Committee shall be final and binding on the Tenderers.

To facilitate evaluation of the Tender, the ULB may, at its sole discretion, seek clarifications in writing from the Tenderers regarding.

17.2 Tests of Responsiveness:

Prior to evaluation of proposals, the ULB will determine whether the Tender is responsive to the requirements of the Tender Conditions. A proposal shall be considered responsive:

- (i) If it is accompanied by the prescribed Bid Security (EMD), in the manner prescribed.
- (ii) If it is accompanied by the Power of Attorney in the format specified.
- (iii) If it contains all the information as requested in this document.
- (iv) If it contains information in formats same as those specified in this document

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- (v) If it mentions the validity period.
- (vi) If it is accompanied by Qualification submissions, Technical bid covering all the basic conditions and financial bid.

The ULB reserves the right to reject the Tender which is not found to be responsive to the screening parameters. The ULB shall promptly notify such Tenderer that its proposal has not been accepted and the EMD will be returned as promptly as possible.

17.3 Essential Components of Selection

- (a) The Technical proposal shall contain the qualification requirements, technical and financial capacity of the tenderer for carrying out the work. If any one of the above requirement in the technical bid is missing or not covered in the technical bid, the technical bid may be said not in order and the same may be rejected and the tenderer may be said to be technically not qualified this will result in not opening of his financial bid.
- (b) To facilitate evaluation of proposals, the ULB may, at its sole discretion, seek clarifications in writing from any Tenderer regarding their Tender.

The date of opening of the financial proposal will be intimated to the Tenderers whose Tenders are found to be responsive after evaluation of the technical proposal.

17.4 Technical Proposal

The Tenderer shall provide a write-up providing sufficient technical detail of the Universal Design Toilets to be provided for the execution of the Project, for the ULB to fully appreciate the totality of the functionality offered by the Tenderer and the limits of such functionality. This shall be included as part of the technical proposal submissions.

The Tenderer shall provide additional information relating to technical requirements of the factory to assess the manufacturing capacity of the tenderer and other items of specific interest to the ULB.

The Tenderer shall submit a works programme showing the sequence and duration of activities required to complete the Project in accordance with the

Signature of the Tenderer

ULB's requirements. The Tenderer's works programme shall include the key dates for the achievement of the same.

The proposed works programme shall be accompanied by a narrative statement that shall describe programme activities, assumptions and logic and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, manufacture, supply, transport and commissioning of the Universal Design Toilets.

17.5 Financial Proposal:

The financial proposal shall contain the Tenderer's financial bid for the project in the prescribed format as per Appendix II.

If the financial proposal is not submitted in the format provided in Appendix II it is liable to be summarily rejected without further consideration. The rates quoted by the Tenderer shall include all costs, for carrying out and other costs connected with the work or incidental thereto.

The financial proposal shall contain Cost of the manufacturing, supplying, installation and Construction of "Universal Design Toilets".

The financial proposal would be opened and read out aloud on the said date and venue in the presence of the representatives of the Tenderers who choose to be present.

The ULB based on the review of the financial proposals shall declare the bidder who has quoted the lowest rate to be (L1) and such entity shall be declared the Successful Tenderer and will be considered for award of contract for the Project, subject to acceptability of the rates to the ULB, quoted by the Successful Tenderer and reduced in the subsequent negotiations.

The ULB shall have the right to reject any tender and call for fresh tender if it is not satisfied with the rates offered either in financial bid or after negotiation of rates offered in the financial bid that the rates furnished or offered after negotiation is not advantageous or not competitive.

The ULB reserves the right to accept or reject any or all the proposals without assigning any reason and to take any measure as it may deem fit, including

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annulment of the tendering process, at any time prior to award of the Project, without any liability or any obligation for such acceptance, rejection or annulment.

The ULB reserves the right to reject any Tender if at any time:

- (a) a material misrepresentation made at any stage in the bidding process is uncovered; or
- (b) the Tenderer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Tender or any of the proposals thereunder. This would lead to the disqualification of the Tenderer. If such disqualification / rejection occur after the Proposals have been opened and the Successful Tenderer gets disqualified / rejected, then the ULB reserves the right to declare the tenderer with second lowest financial bid as the Successful Tenderer if warranted and invite such Tenderer for negotiations.

18. Negotiation

The ULB may either choose to accept the financial bid of L1 or invite him for further negotiations if any as per the Tamil Nadu Transparency in Tender Act.

19. Extension of Time

The ULB may, in exceptional circumstances, and for reasons to be recorded in writing or intimation through its website where the bid/tender documents are made available, extend the Due Date for the submission of tender/bids and the tenderers are requested to verify before submitting their bids that is there any extension of time for submission of tenders.

20. Modification and alteration

A Tenderer may modify, alter its proposal after submission, provided that written notice of the modification, alteration is received by the ULB before or by the due date for submission of the Tender. No Tender shall be modified, altered by the Tenderer after the due date of submission of Tenders has expired.

The modification, or alteration notice shall be prepared in original only and each page of the notice shall be stamped. The copy of the notice shall be sealed, marked, and delivered with the envelope being additionally marked "**MODIFICATION**" or "**ALTERATION**" as appropriate

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The modification and alteration shall also be allowed to Tenderers participating through e-tendering process on the website www.tntenders.gov.in and such Tenderer shall modify and alter the data in the required field for uploading till the time prescribed for e submission.

21. Official Secrecy

Information relating to the examination, clarification, evaluation, and recommendation of the Tenderers shall not be disclosed to any person not officially concerned with the process. The ULB will treat all information submitted as part of the Tender as highly confidential and would require all those who have access to such material to treat the same in confidence. The ULB will not divulge in any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

22. Assumptions made while a Tenderer chooses to Bid

It would be deemed that by submitting the Tender, the Tenderer has:

- (a) made a complete and careful examination and accepted the Tender Conditions;
- (b) received all relevant information requested from the ULB, and
- (c) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) the project areas, locations, existing facilities, infrastructure and structures, if any;
 - (ii) the conditions of utilities including power, water etc., in the vicinity of the Project,
 - (iii) All other matters that might affect the tenderer's performance under the terms of the Tender Conditions.

The ULB shall not be liable for any mistake or error on the part of the Tenderer in respect of the above.

The Tender to be submitted by the Tenderers would have to be unconditional and the Tenderers would be deemed to have accepted the terms and conditions of the tender with all its contents including the Scope of Work and agreement related terms and conditions set out in this tender document.

Signature of the Tenderer

23. Validity of the proposal

The Tender shall remain valid for a period of 180 days (one hundred and eighty only) from the date of opening of the Tender. In exceptional circumstances, if the process of award of contract is not completed within the initial Tender validity period, the ULB shall have the right to extend the validity of the Tender for a further period of up to 30 days and the ULB shall, at least fifteen (15) days prior to the expiry of the initial validity period, notify the Tenderers accordingly. Any Tenderer not intending to extend its Tender post initial validity period may withdraw its Tender.

24. Letter of Acceptance

Upon acceptance of the proposal of the Successful Tenderer with or without negotiations, the ULB will issue Letter Of Award (LOA), in duplicate, to the Successful Tenderer and the Successful Tenderer shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Tenderer is not received by the stipulated date, the ULB may, unless it consents to extension of time for submission thereof, appropriate the EMD of the Successful Tenderer as mutually agreed genuine pre-estimated loss and damage suffered by the ULB on account of failure of the Successful Tenderer to acknowledge the LOA, and the next eligible Tenderer may be considered.

After acknowledgement of the LoA as aforesaid by the Successful Tenderer, the ULB shall execute the Agreement within the period prescribed in the LoA. The Selected Tenderer shall not be entitled to seek any deviation in the Agreement, except as may have been mutually agreed in the negotiations in terms of clause 10 above.

25. Performance Guarantee

- (a) The Successful Tenderer, shall, within 15 (fifteen) days, on his receipt of LoA, furnish Performance Guarantee (Security Deposit) for an amount equal to Rupees ----- only (*insert 5% of the value of the work, ie., cost of construction in Indian National Rupee*), by means of a Demand Draft in favour of Commissioner, ----- Corporation/Municipality, or irrevocable un conditional Bank Guarantee, obtained from the Nationalised/Scheduled Bank situated in ----- (*insert place*). In case of payment of Security Deposit, by means of Demand Draft, the Security Deposit will not bear any interest.

Signature of the Tenderer

26. Execution of Agreement

The Successful Tenderer, shall, within 15 (fifteen) days, after issue of Letter of Award execute Agreement with the ULB for the performance of Project. The Successful Tenderer is also required to obtain necessary registration with the competent authorities for payment of service tax and other applicable taxes.

27. Fraud and Corrupt Practices

The Tenderers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Tendering Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the ULB shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Tenderer or Operator, as the case may be, if it determines that the Tenderer or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Tendering Process. In such an event, the ULB shall forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ULB towards, inter alia, time, cost and effort of the ULB, without prejudice to any other right or remedy that may be available to the ULB hereunder or otherwise.

Without prejudice to the rights of the ULB and the rights and remedies which the ULB may have under the LOA or the Agreement, if a Tenderer or the Successful Tenderer, as the case may be, is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Tenderer or the Successful Tenderer shall not be eligible to participate in any tender issued by the ULB during a period of 2 (two) years from the date such Tenderer or Successful Tenderer, as the case may be, is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

Signature of the Tenderer

(a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Tendering Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ULB who is or has been associated in any manner, directly or indirectly with the Tendering Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ULB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the ULB in relation to any matter concerning the Project;

(b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tendering Process ;

(c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Tendering Process;

(d) “**undesirable practice**” means (i) establishing contact with any person Connected with or employed or engaged by the ----- Corporation/Municipality with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

28. **Miscellaneous**

The Tendering process shall be governed by, and construed in accordance with, the laws of India and the Courts at ----- (*insert place*) shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Tendering process.

It shall be deemed that by submitting the Tender, the Tenderer agrees and releases the ULB, its employees, agents and advisers, irrevocably,

Signature of the Tenderer

unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

29. Payment Schedule:

1	Against supply of materials for toilets, hand wash unit etc., required for the project	50% of the quoted construction cost
2	Upon completion of toilets including auxiliary as specified by the project	30 % of the quoted construction cost
3	Immediately after commissioning	20% of the quoted construction cost

30. Penalty

30.1 Penalty for delay in completion:

The Successful Tenderer should complete whole of the work in all respects on or before the time period stipulated in the Agreement or any authorized extension or thereof. The ULB is entitled to recover penalty at the rate of Rs.1000/- per day for each day of delay beyond the stipulated time period provided in the Agreement, subject to a maximum of 5% of the contract value for the construction.

31. Sub-contracting:

The Successful Tenderer shall not sub-contract any part of the Project without the prior written permission of the ULB. In the event of the Successful Tenderer subcontracting any part of the Project works it shall at all times be solely responsible for construction and subsequent maintenance of such works in a timely manner as per the conditions of the Agreement.

Signature of the Tenderer

Appendix I Different configurations

Namma Toilet - Complex Configurations

S.No.	Complex Configuration	Drawing No.	Toilets	Urinals	Bathing	Area Reqd. in sq. mts	Planned Usage (Persons) per day		
							Toilets	Urinals	Bathing
A	Regular								
1	RM (1), RW (1)	NT-U1-001	2			17.64	180		
2	RM (1), RW (1), UR (1)	NT-U1-002	2	1		25.12	180	300	
3	RM (1), RW (1), UR (2)	NT-U1-003	2	2		33.08	180	600	
4	1 MPC, RM (2)	NT-U1-004	3			25.95	270		
5	1 WPC, RW (2)	NT-U1-005	3			25.95	270		
6	1 MPC, RM (3)	NT-U1-006	4			28.47	360		
7	1 WPC, RW (3)	NT-U1-007	4			28.47	360		
8	1 MPC, RM (4)	NT-U1-008	5			30.98	450		

9	1 WPC, RW(4)	NT-U1-009	5			30.98	450		
10	1 MPC, RM (5)	NT-U1-010	6			34.33	540		
11	1 WPC, RW (5)	NT-U1-011	6			34.33	540		
12	1 WPC, RW (2), RM (2)	NT-U1-011	5			33.07	450		
13	1 WPC, RW (3), RM (2)	NT-U1-012	6			36.84	540		
B	Complex with Bathing facility								
14	1 MPC, RM (4), MB (2)	NT-U1-014	5		2	40.19	450		100
15	1 WPC, RW (4), WB (2)	NT-U1-015	5		2	40.19	450		100
16	1 MPC, RM (8), MB (4)	NT-U1-016	9		4	77.46	810		200
17	1 WPC, RW (8), WB (4)	NT-U1-017	9		4	77.46	810		200
	Legend								
	MPC - Men's Physical Challenged Toilet								
	WPC - Women's Physically Challenged Toilet								
	RM - Regular Mens Toilet								
	RW - Regular Womens Toilet								
	MB - Mens bathing module								
	WB - Womens bathing module								
	UR - Urinal (2 Users)								

Signature of the Tenderer

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Signature of the Tenderer

Annexure II**Format for Financial Capability**

The following format shall be used for statement of financial capability of tenderers:

Year	Annual Turnover
2009 - 10	
2010 - 11	
2011 - 12	
2012 - 13	
2013-14	

Instructions

For the purpose of qualification

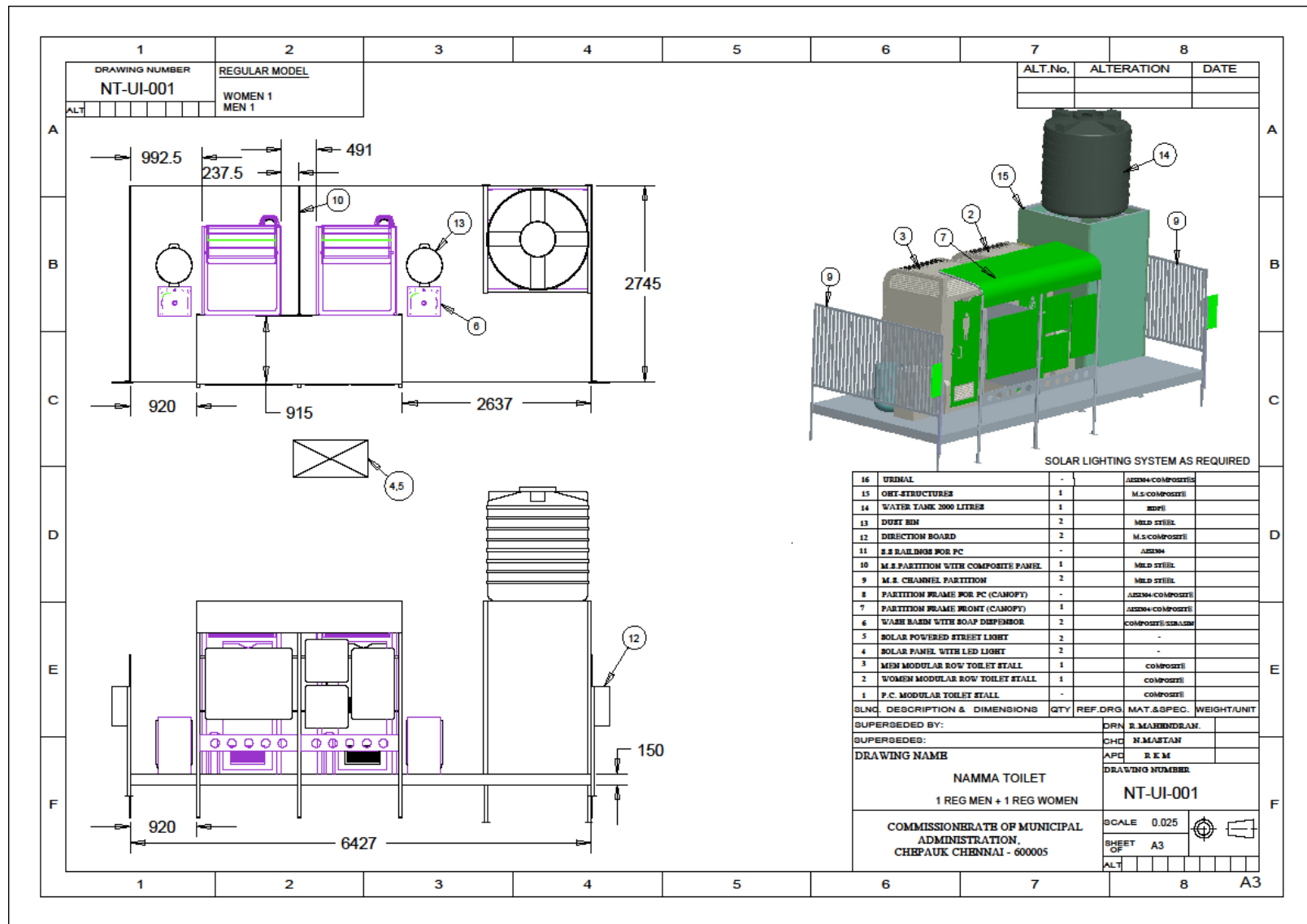
1. The financial year would be the same as the one followed by the tenderer for its annual report.
2. The tenderer shall provide the audited annual financial statements as required for this tender. Failure to do so could result in the Proposal being considered as non-responsive.
3. A certificate from the statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the tenderer.

Annexure III**Format for Experience Certificate**

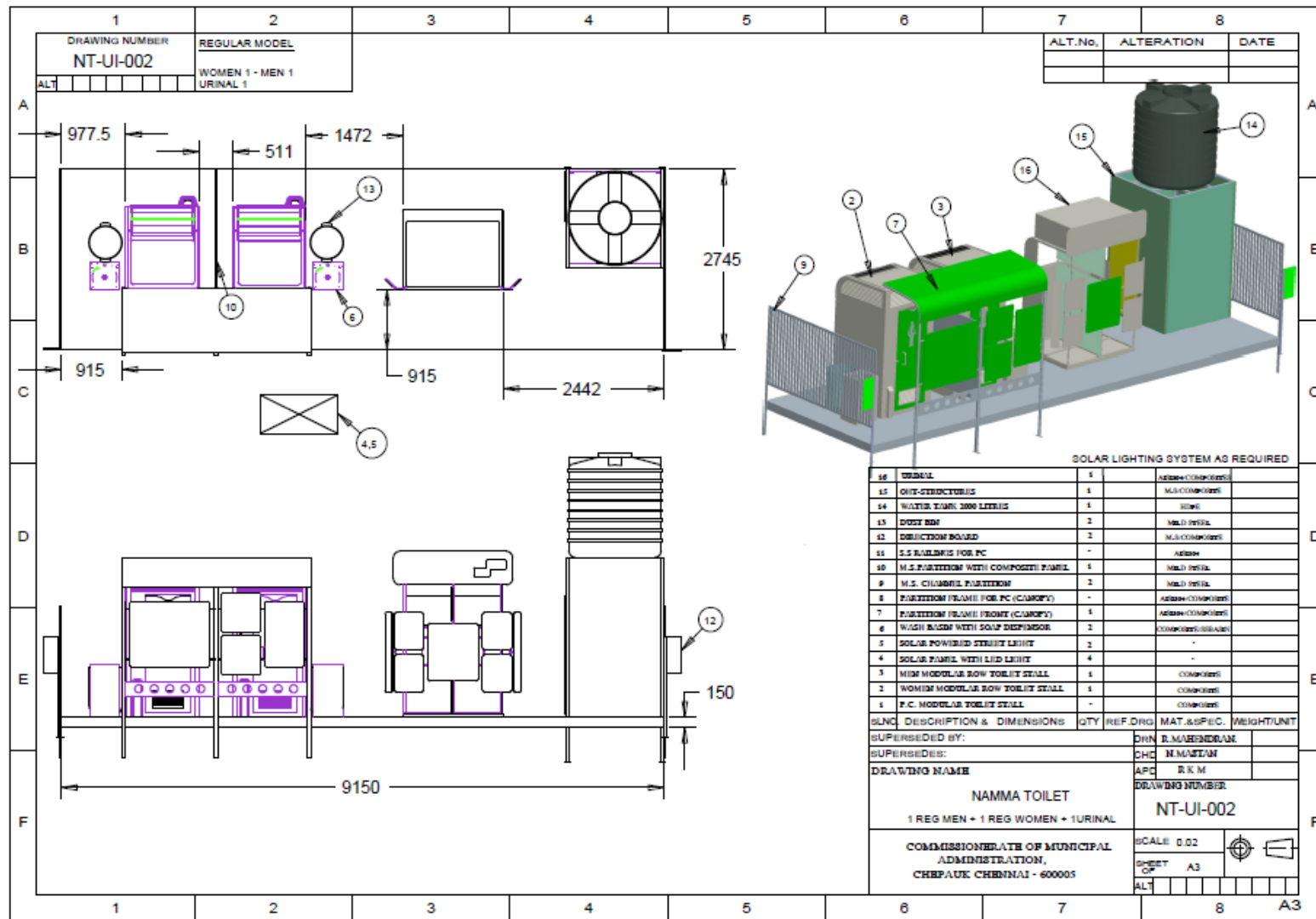
Year	Completion of 50 units in a single agreement	Details of Proof of experience
2009 - 10		
2010 - 11		
2011 - 12		
2012 - 13		
2013- 14 to till date		

Signature of the Tenderer

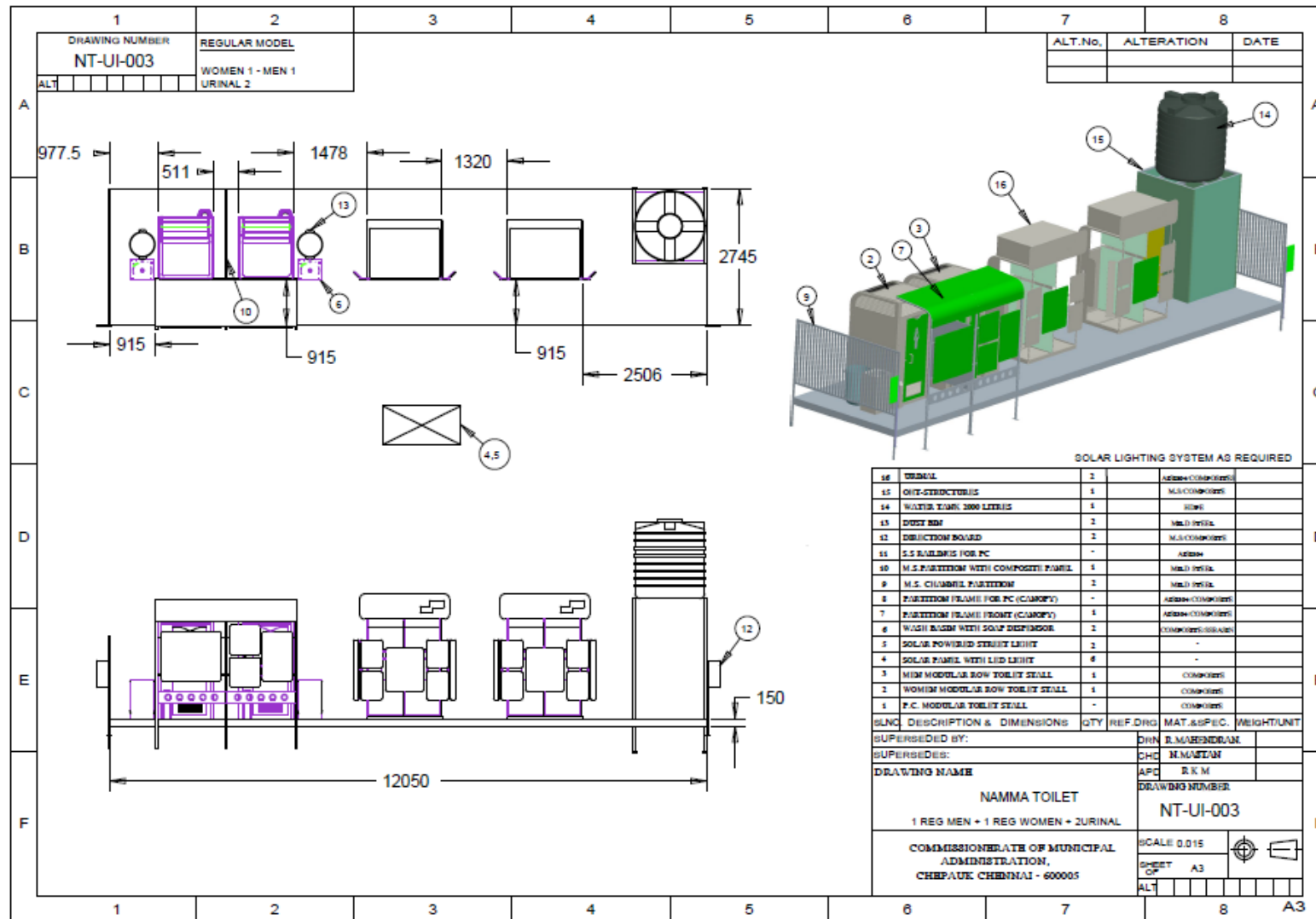
Appendix IV
Drawings and Details of Toilets



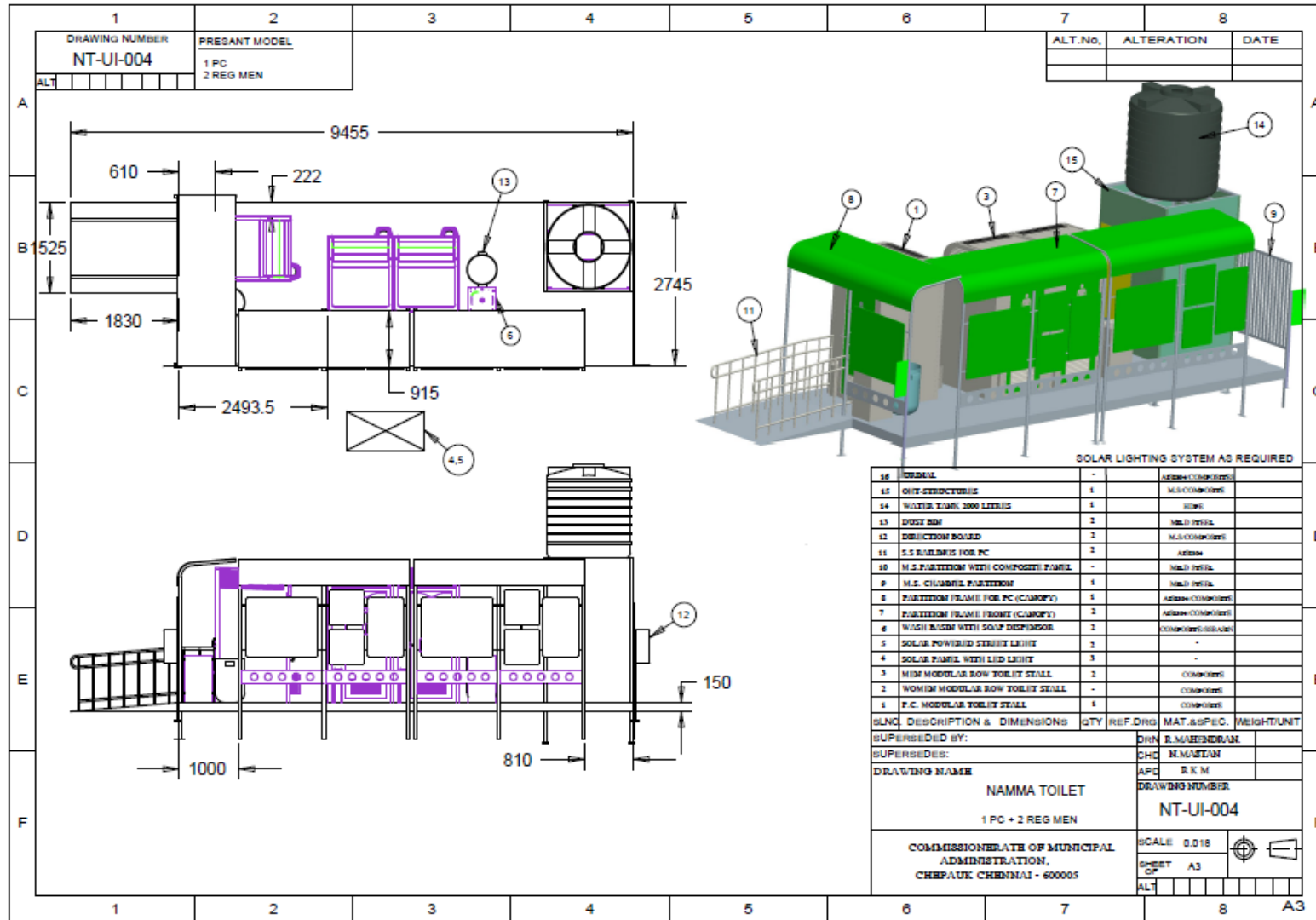
Signature of the Tenderer



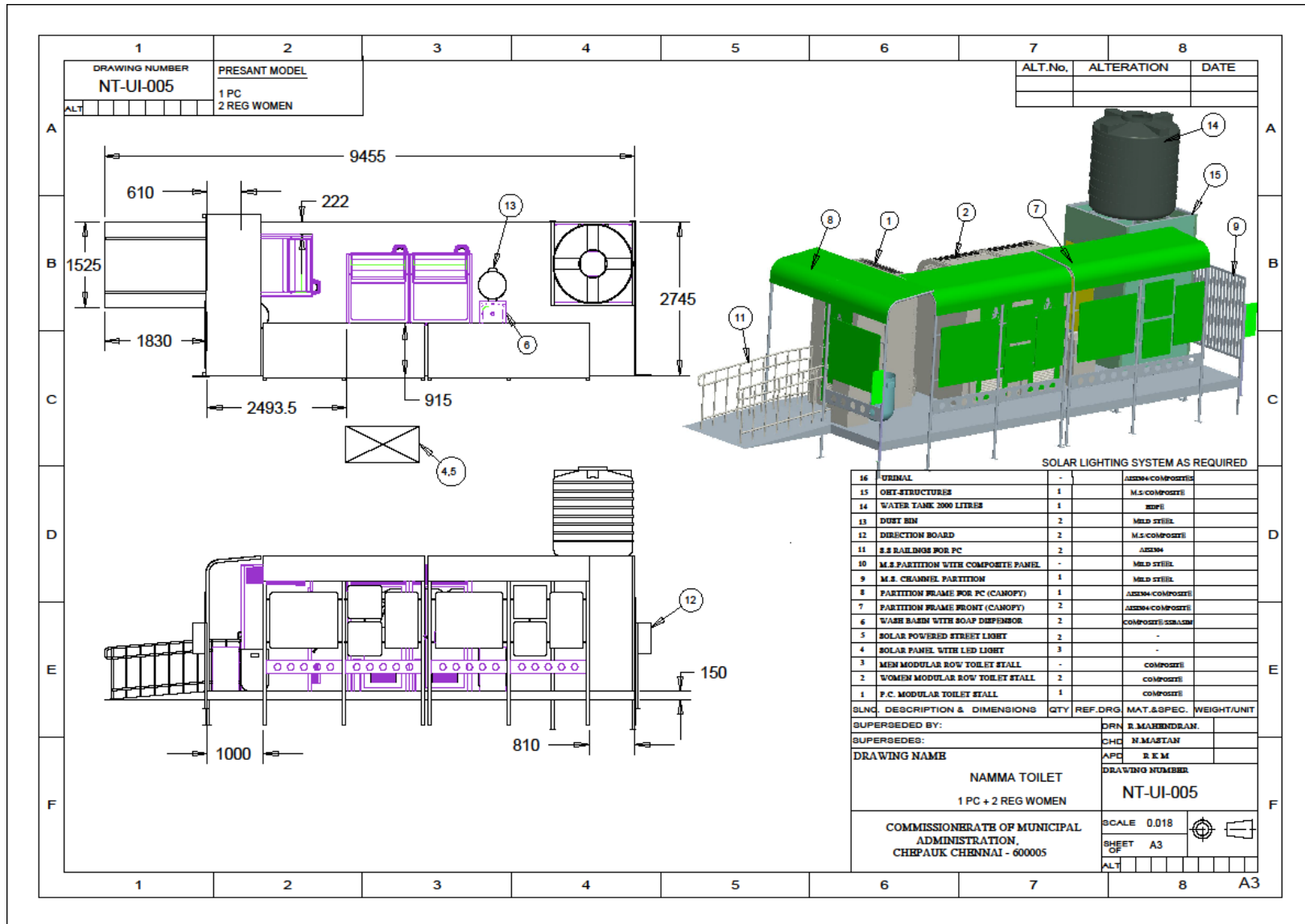
Signature of the Tenderer



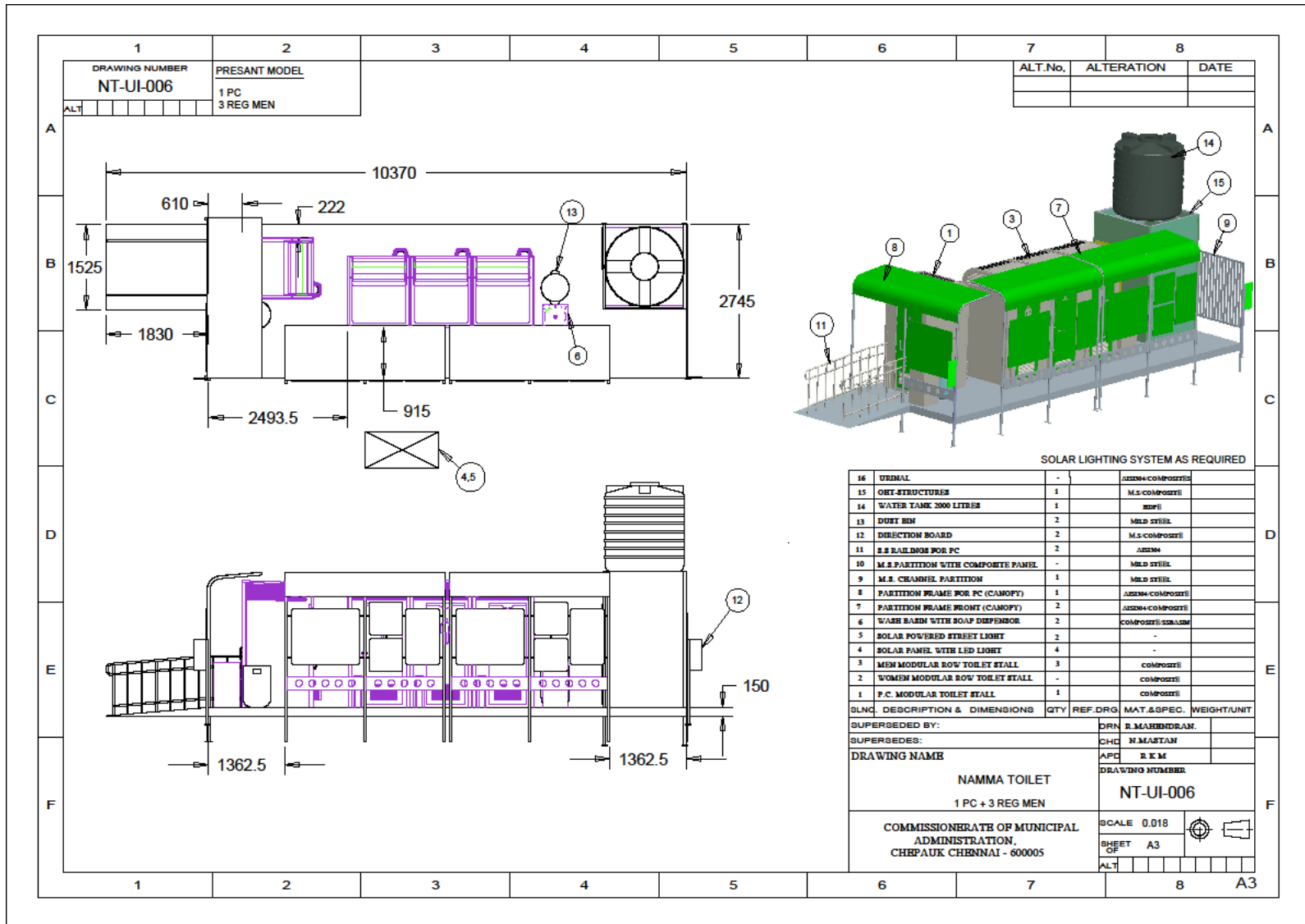
Signature of the Tenderer



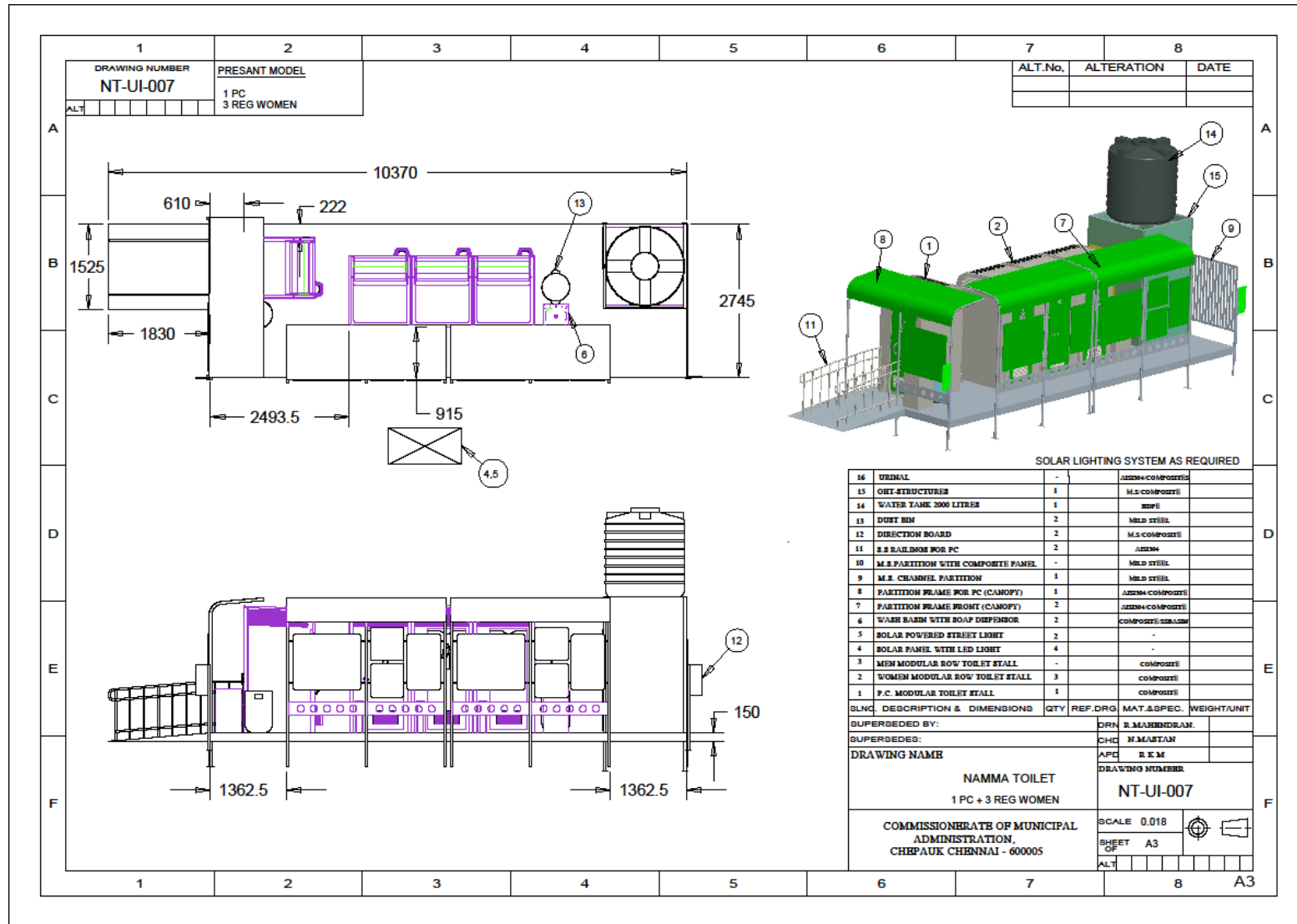
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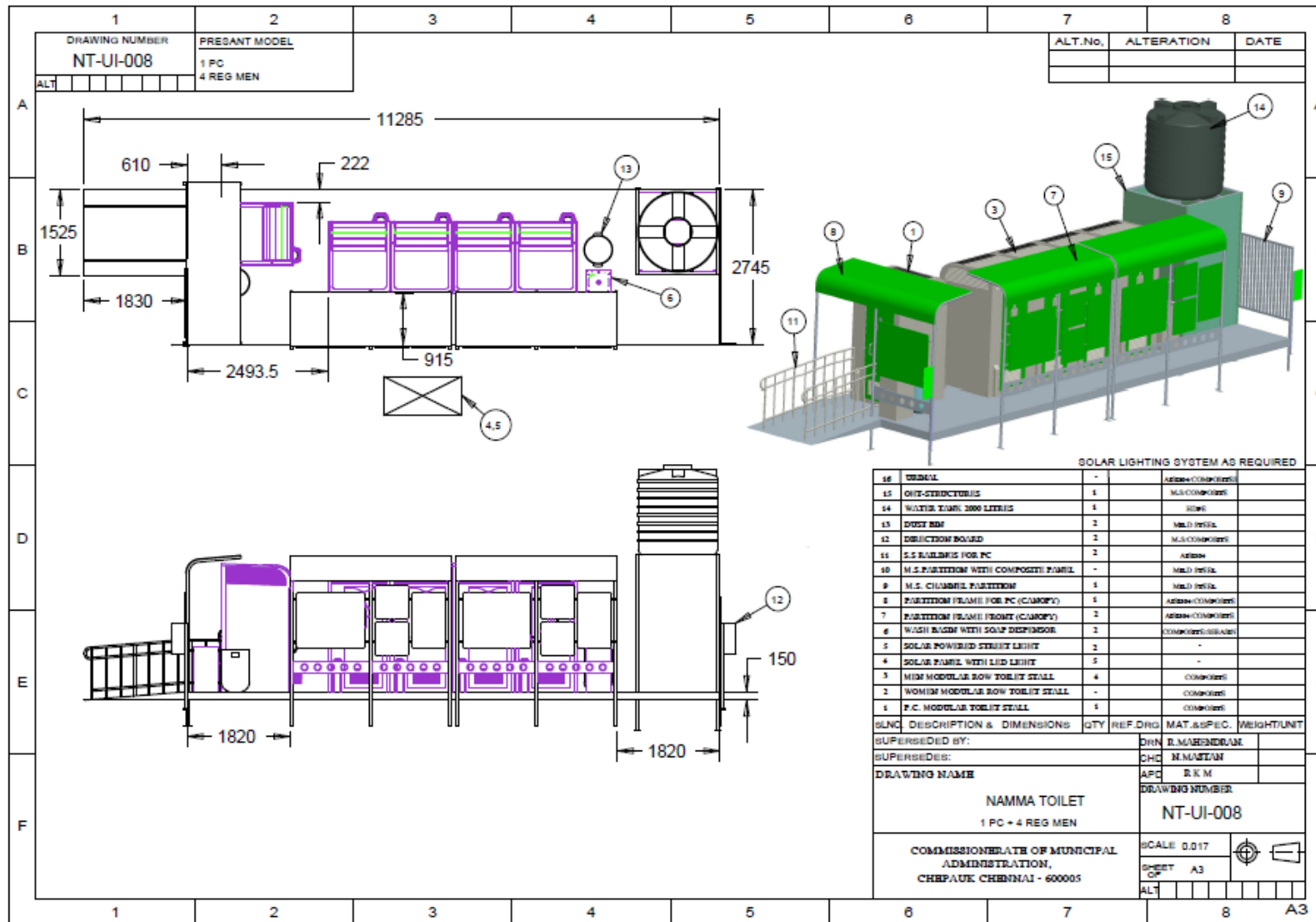
Signature of the Tenderer



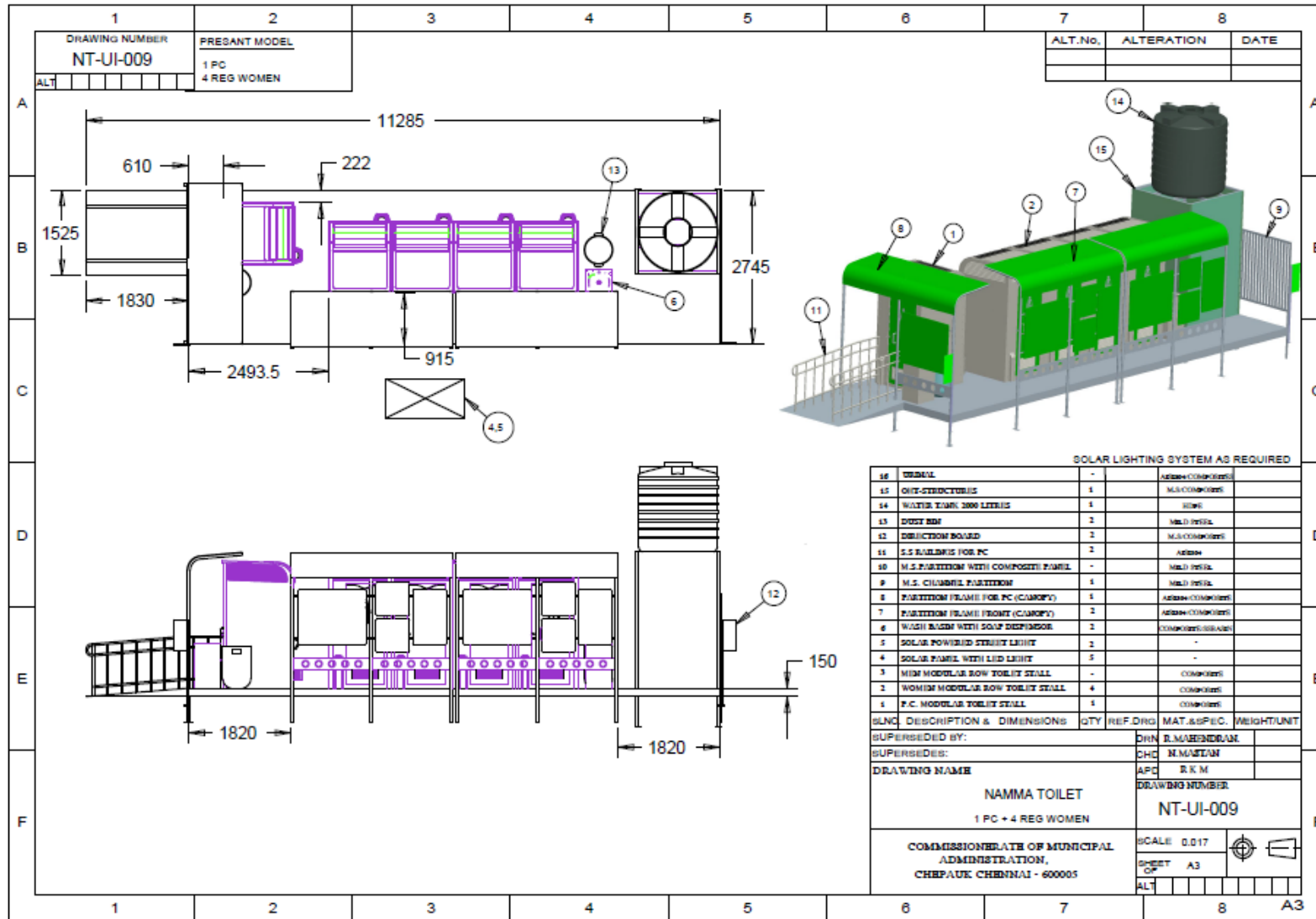
Signature of the Tenderer



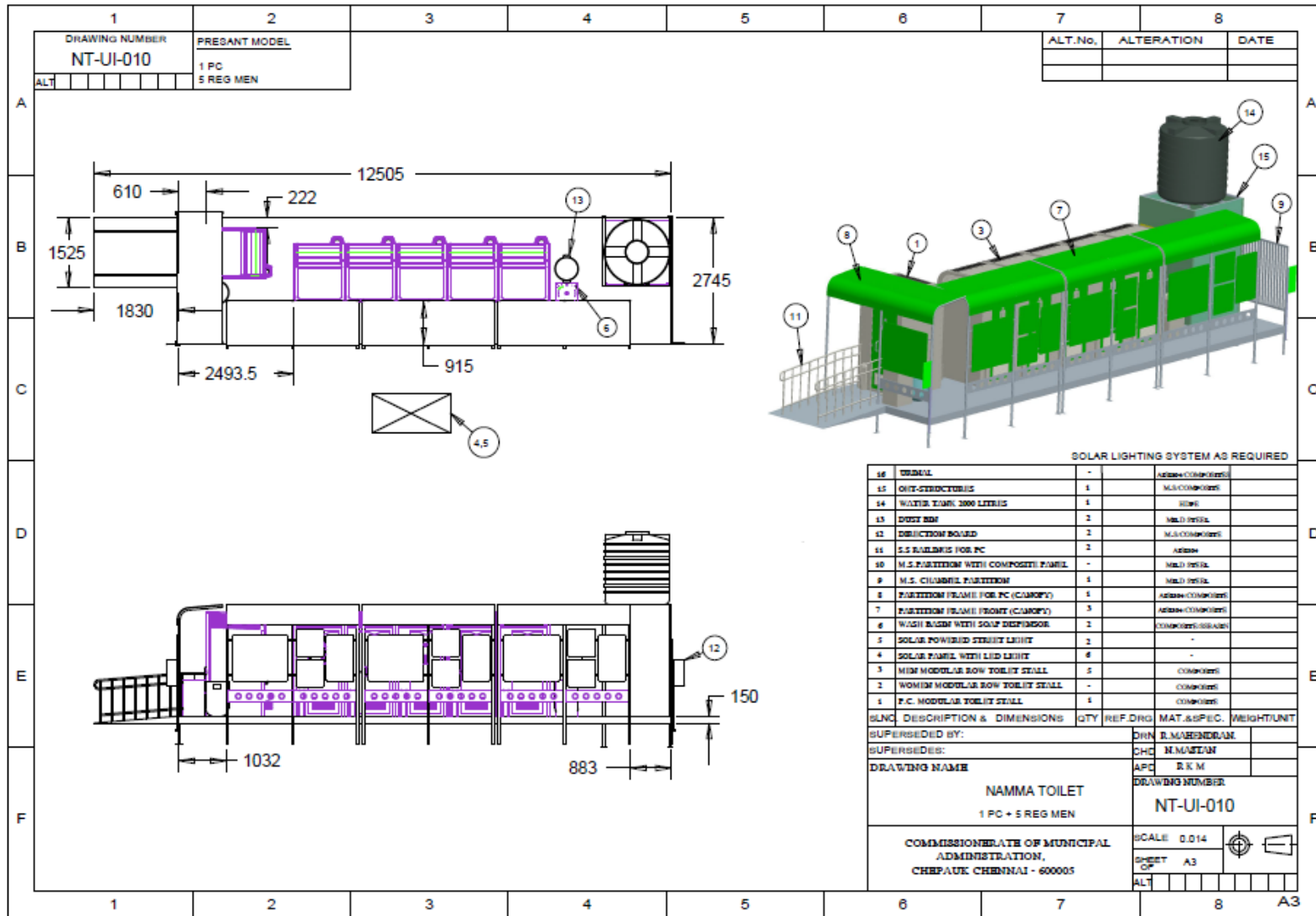
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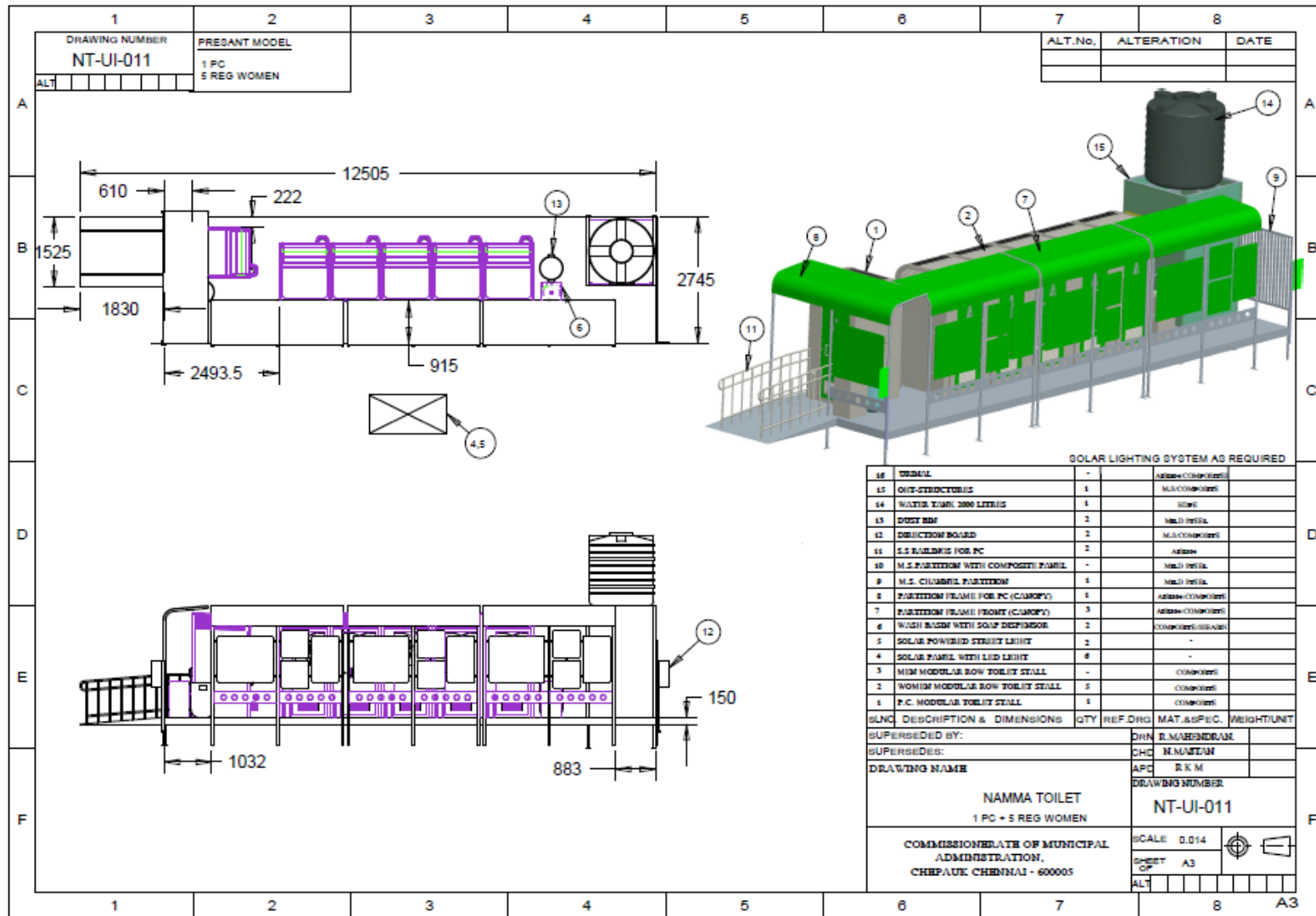
Signature of the Tenderer



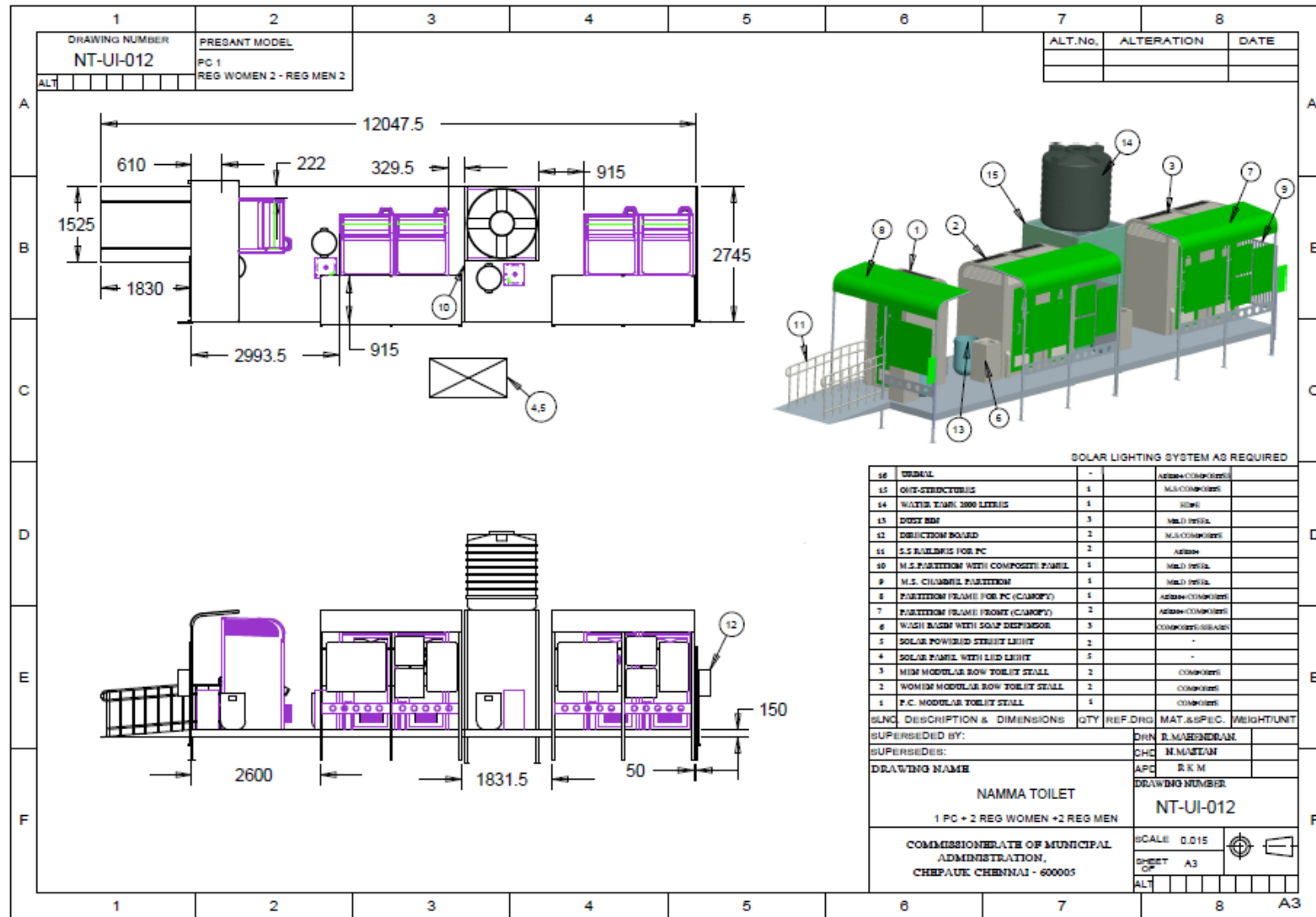
Signature of the Tenderer



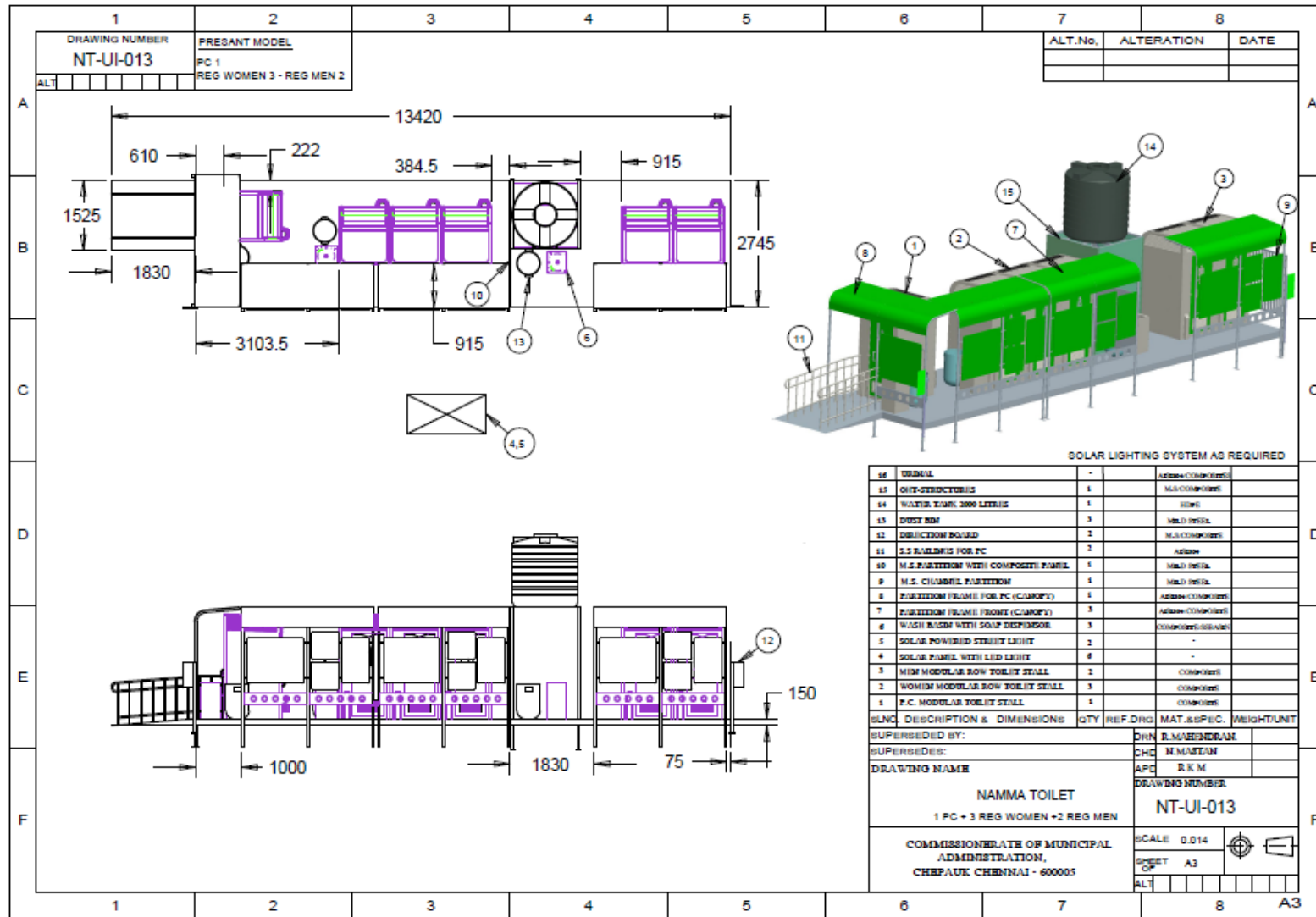
Signature of the Tenderer



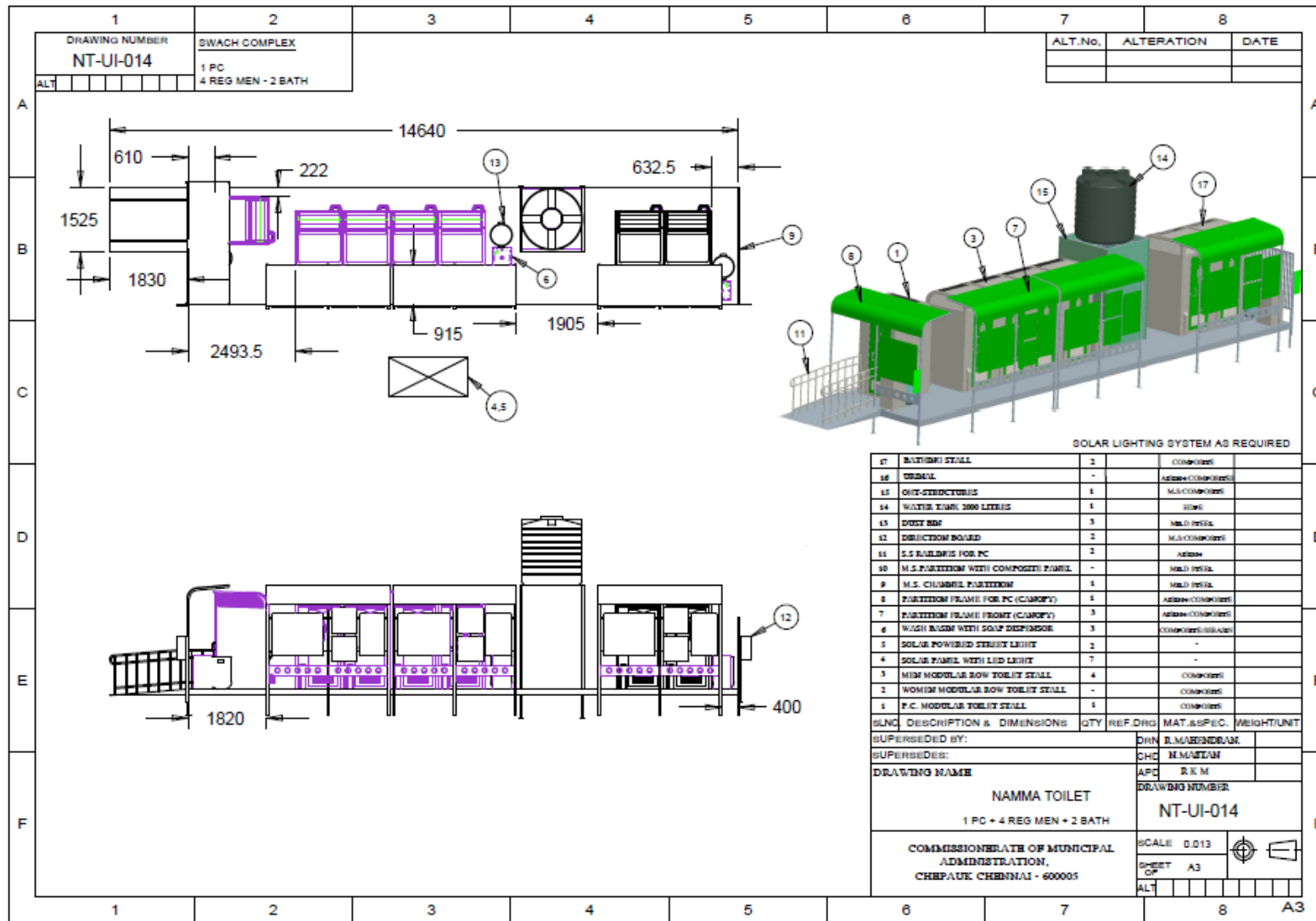
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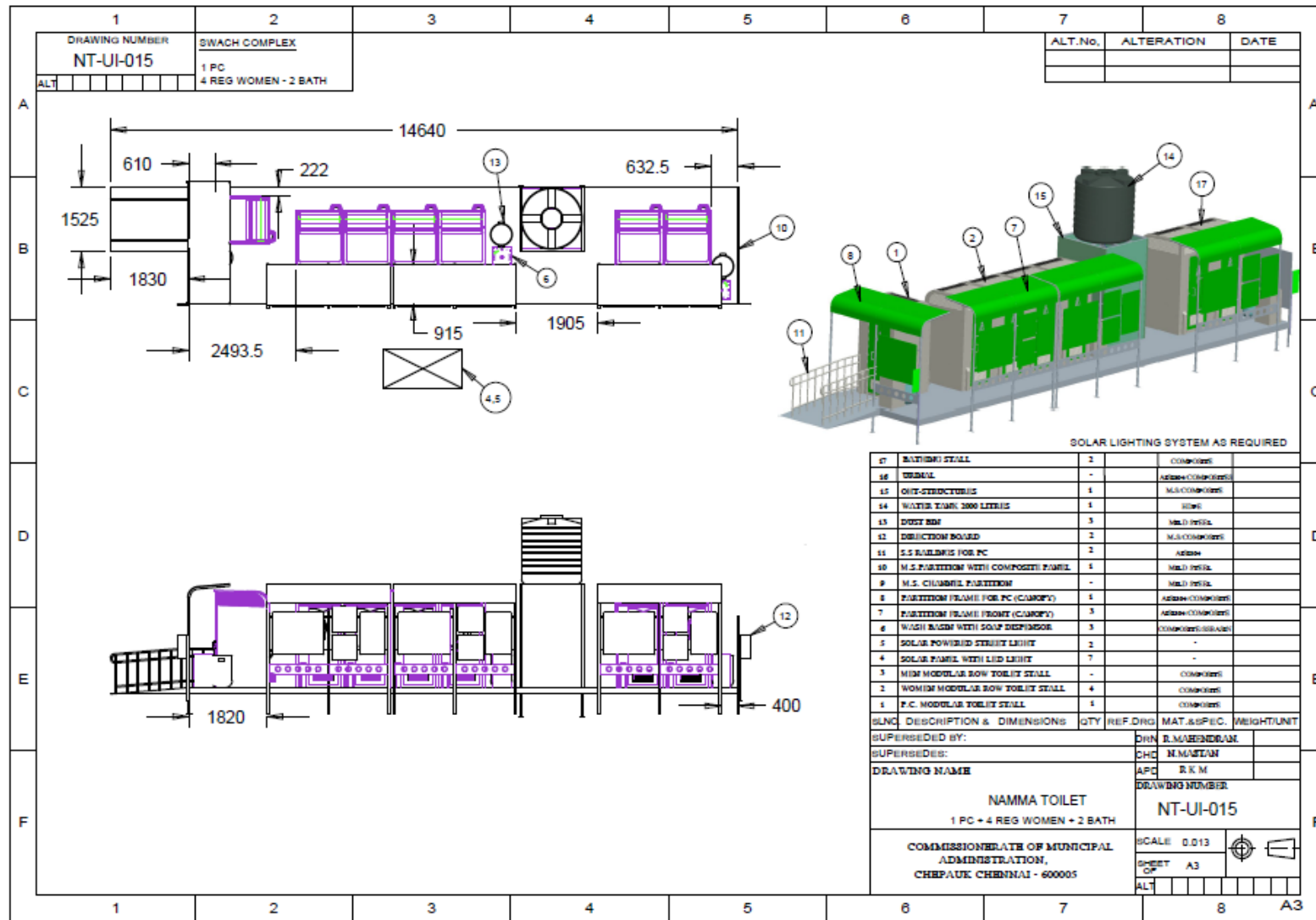
Signature of the Tenderer



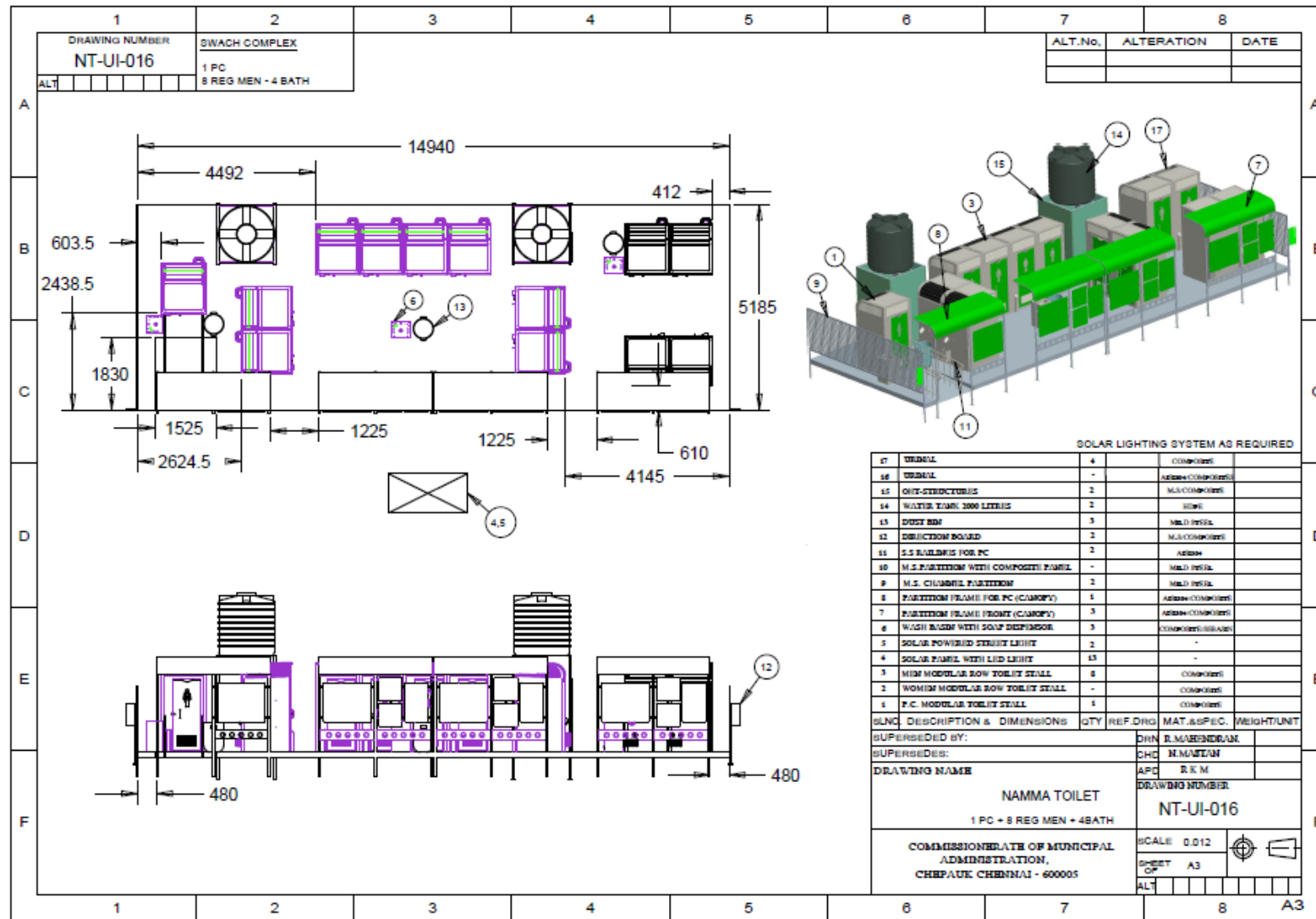
Signature of the Tenderer



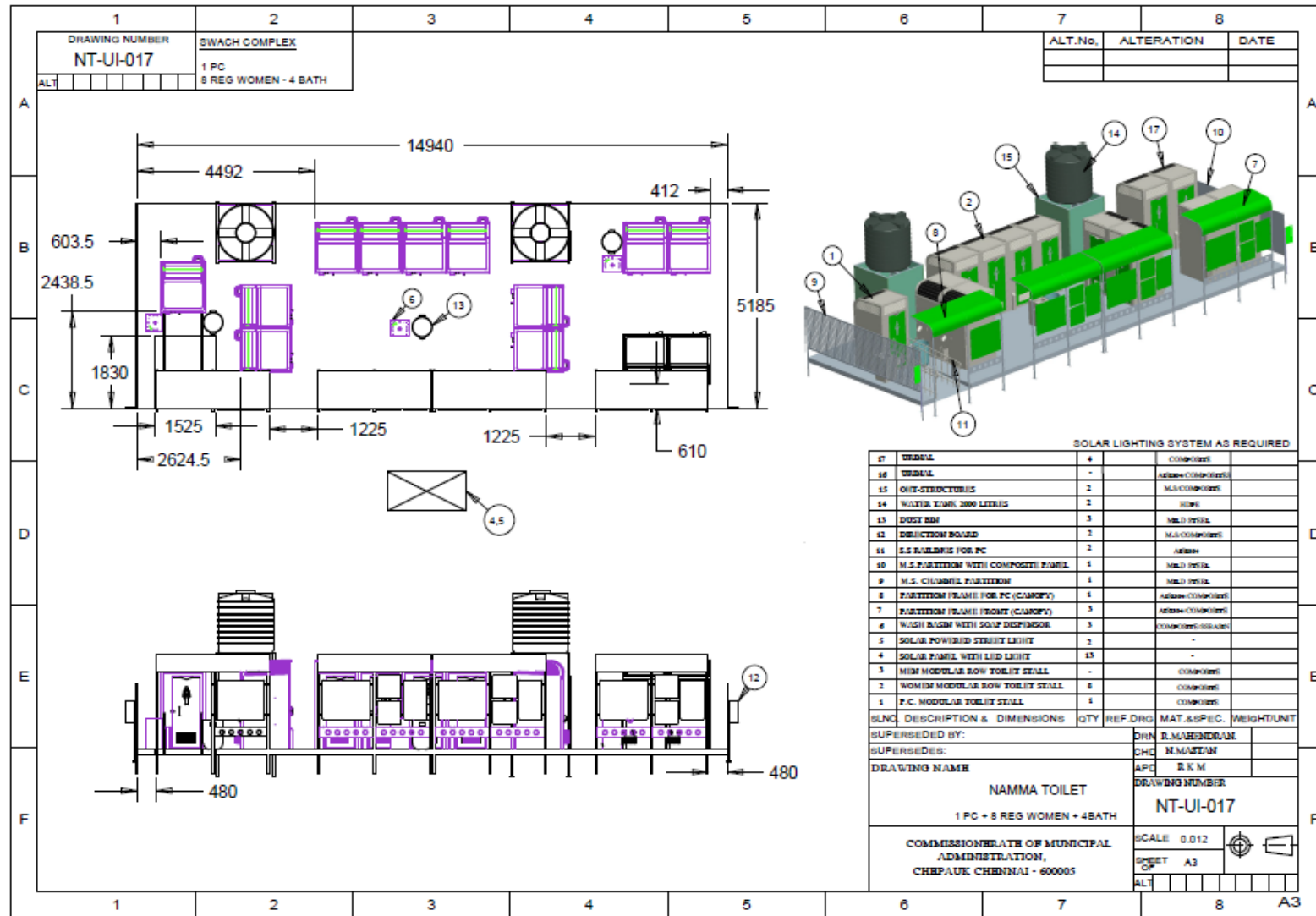
Signature of the Tenderer



Signature of the Tenderer

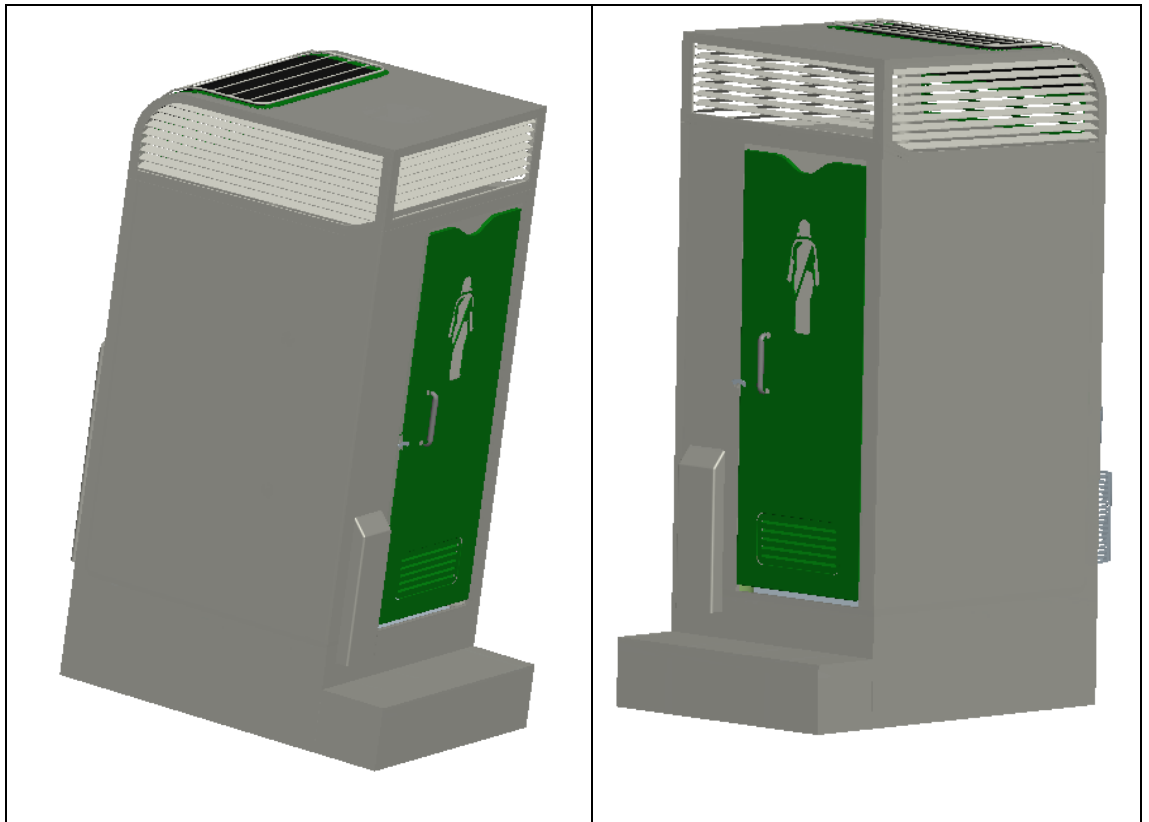


Signature of the Tenderer



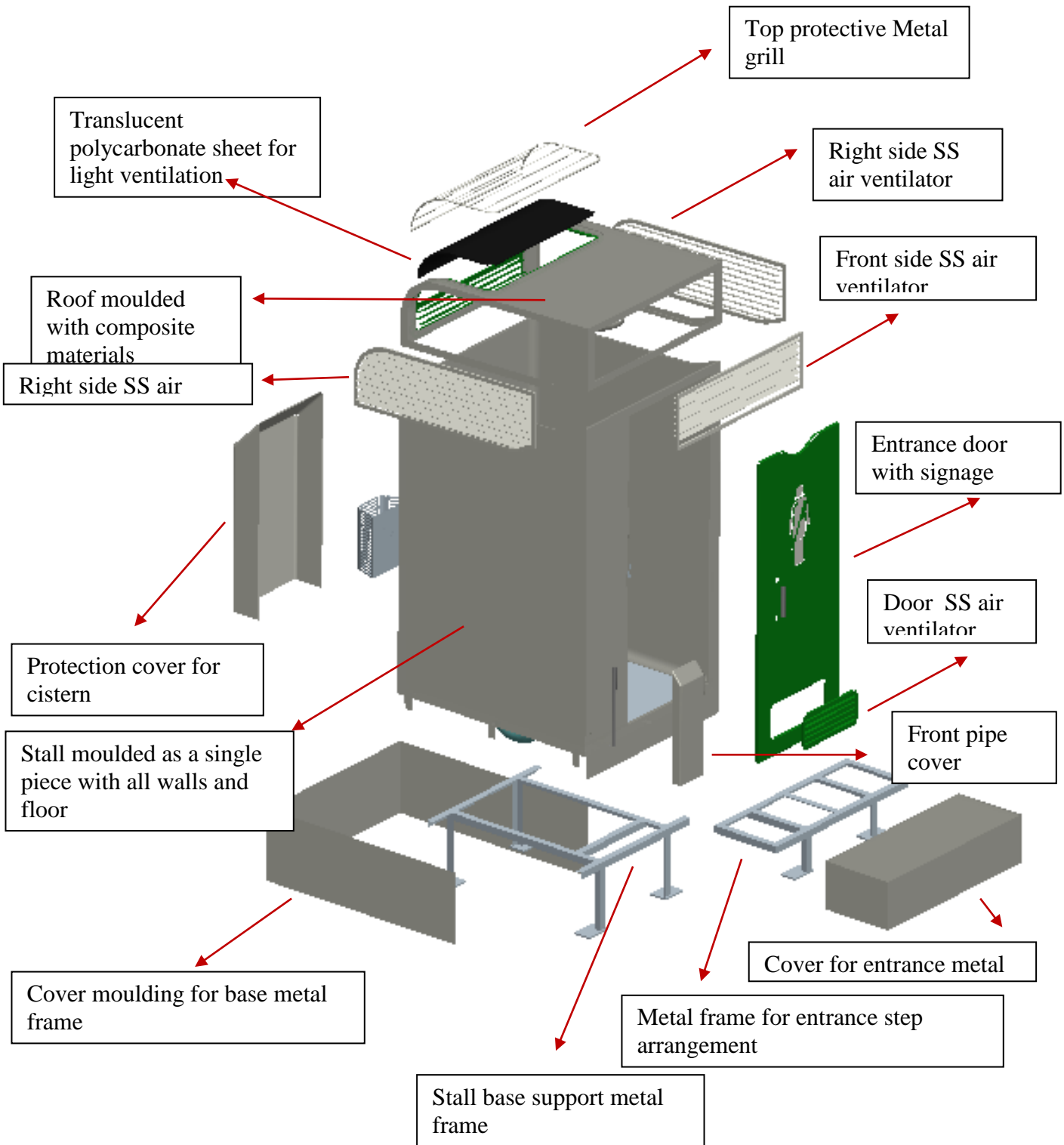
Signature of the Tenderer

Isometric views of the Modular Toilet Unit Stall (General)

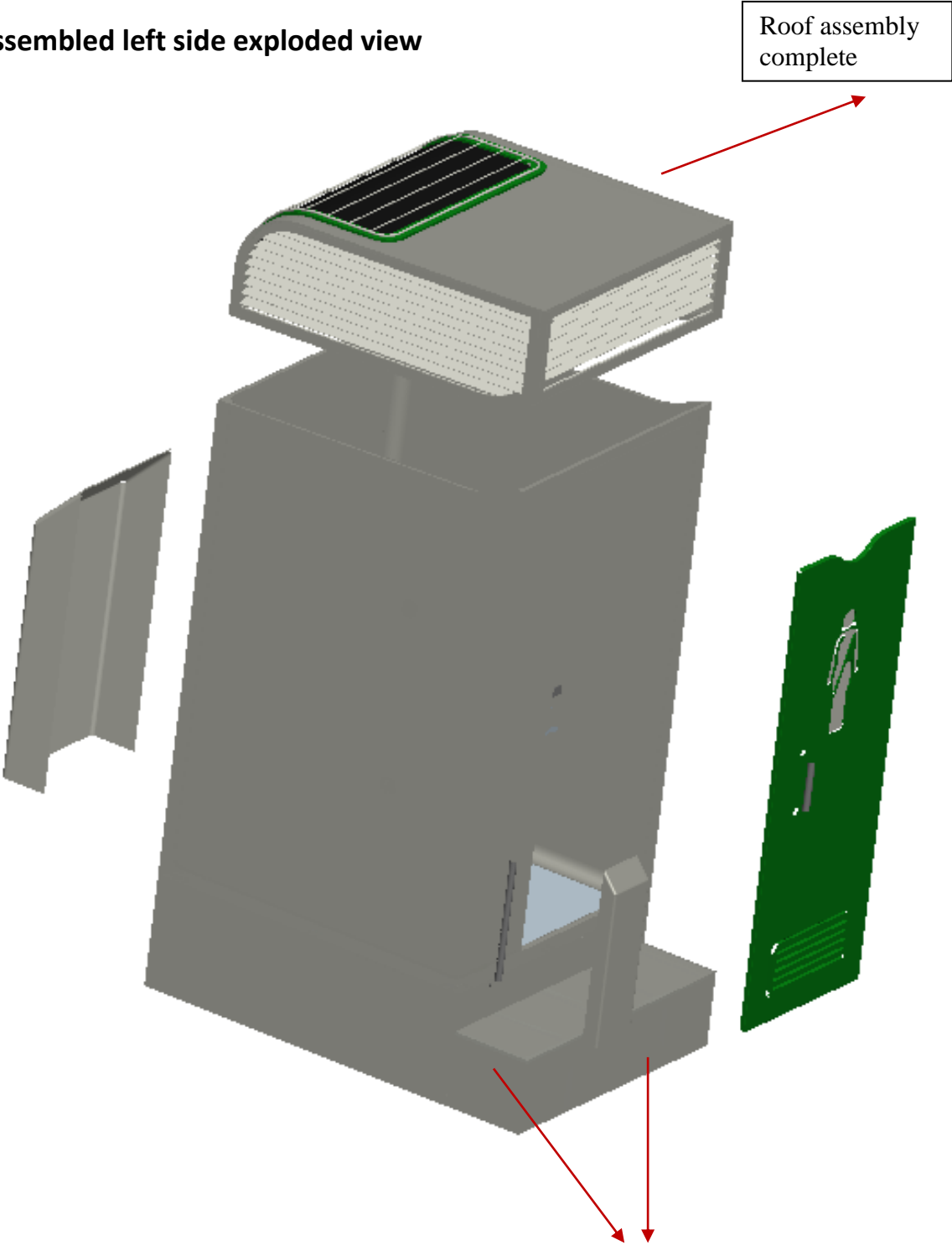


Signature of the Tenderer

Overall Toilet Left Side Exploded view



Semi assembled left side exploded view



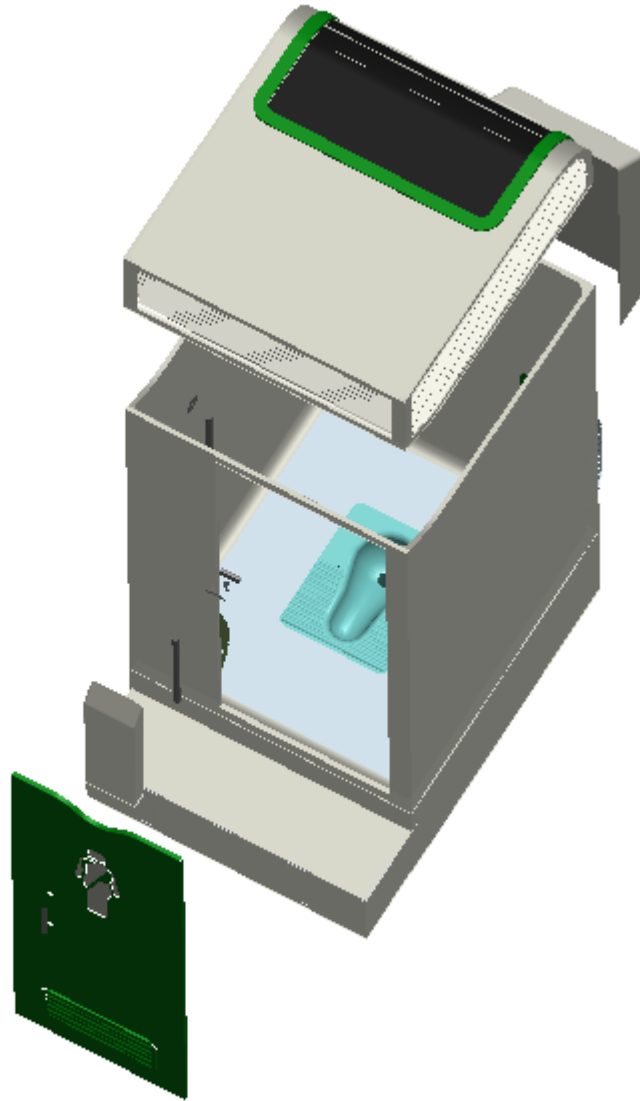
Roof assembly complete

Side and entrance step covers assembled

Signature of the Tenderer

Semi assembled left side exploded view

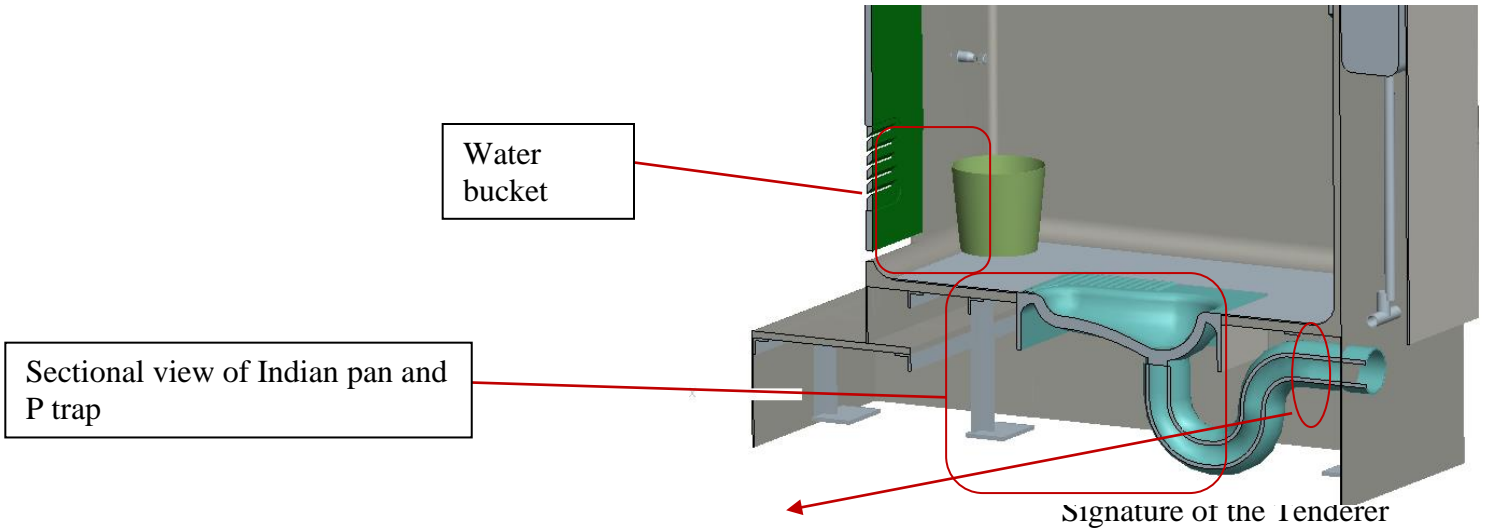
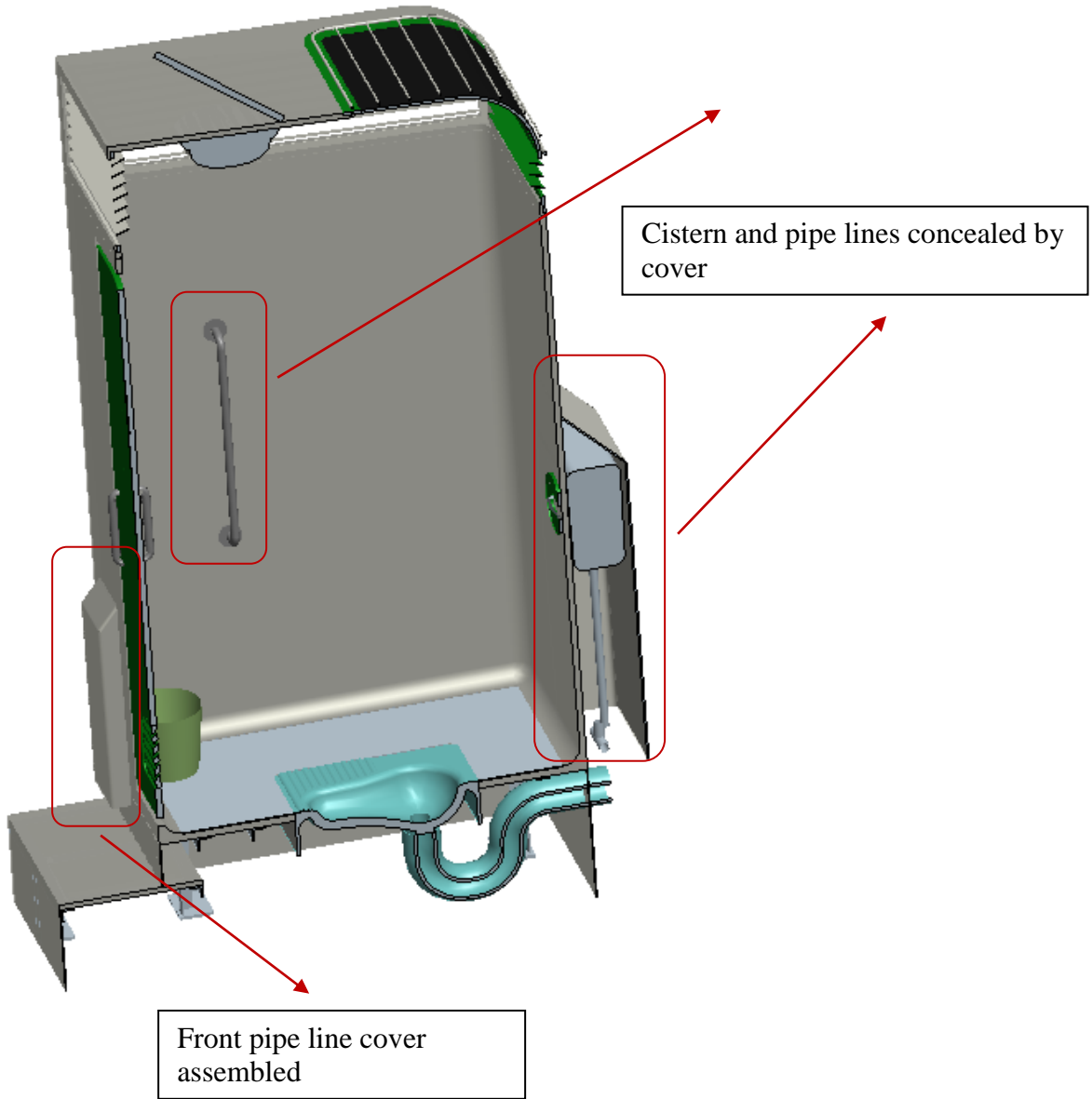
Signature of the Tenderer



Hatched view of the Stall

SS support grab
bar

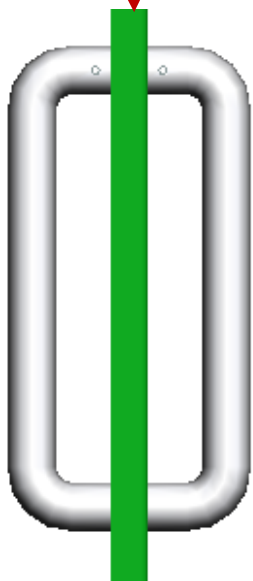
Signature of the Tenderer



Opening for the P trap to connect to UGDS/Septic tank

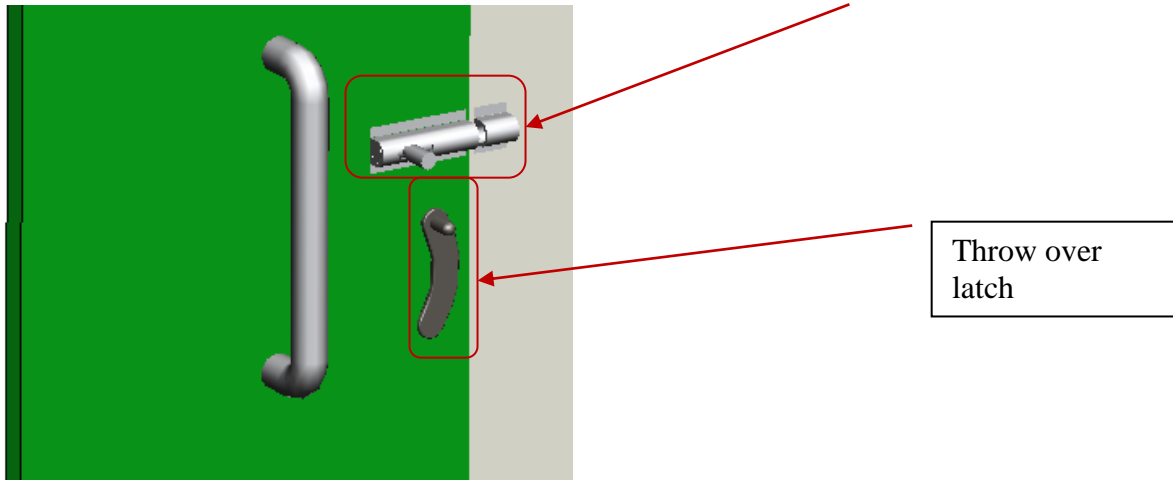
throw over latch

SS Door handle assembly



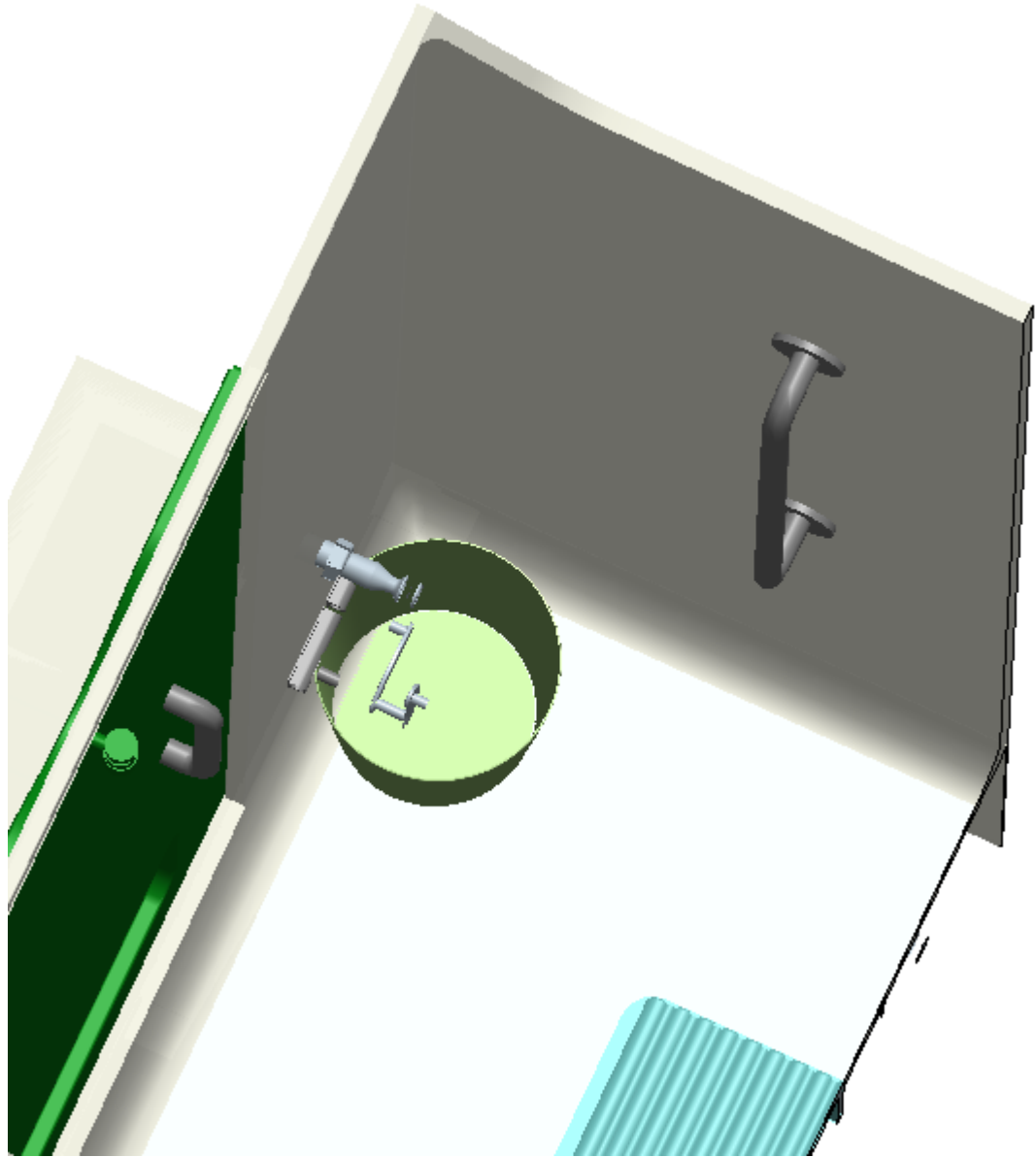
Barrel
bolt

Signature of the Tenderer



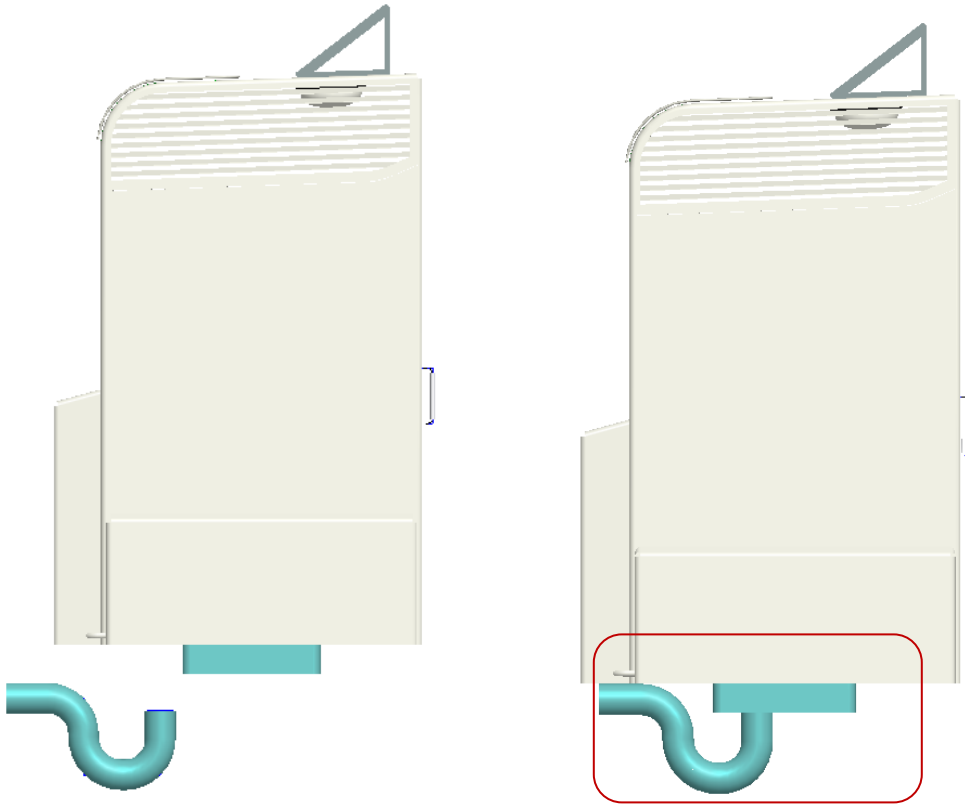
**Door handles, barrel bolt,
latch & coat hook exploded
views**

Throw over
latch

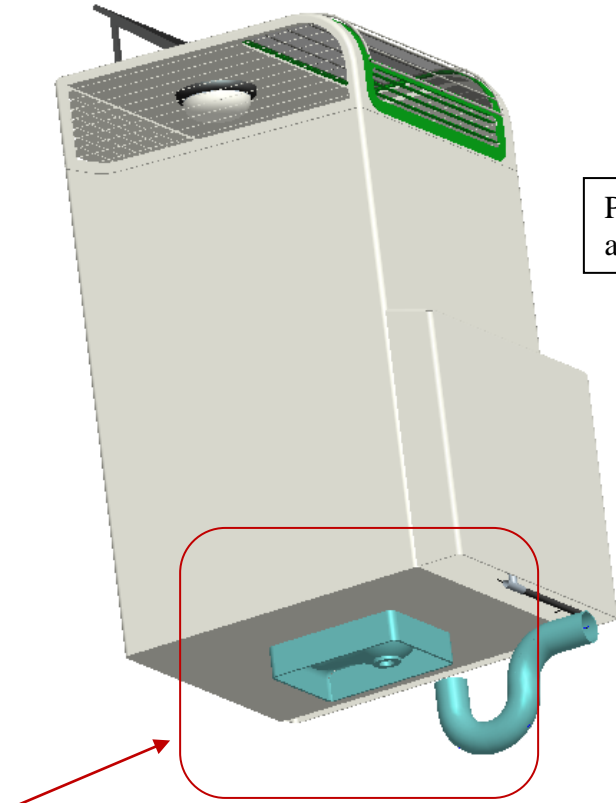


Pan and P trap arrangement

Signature of the Tenderer



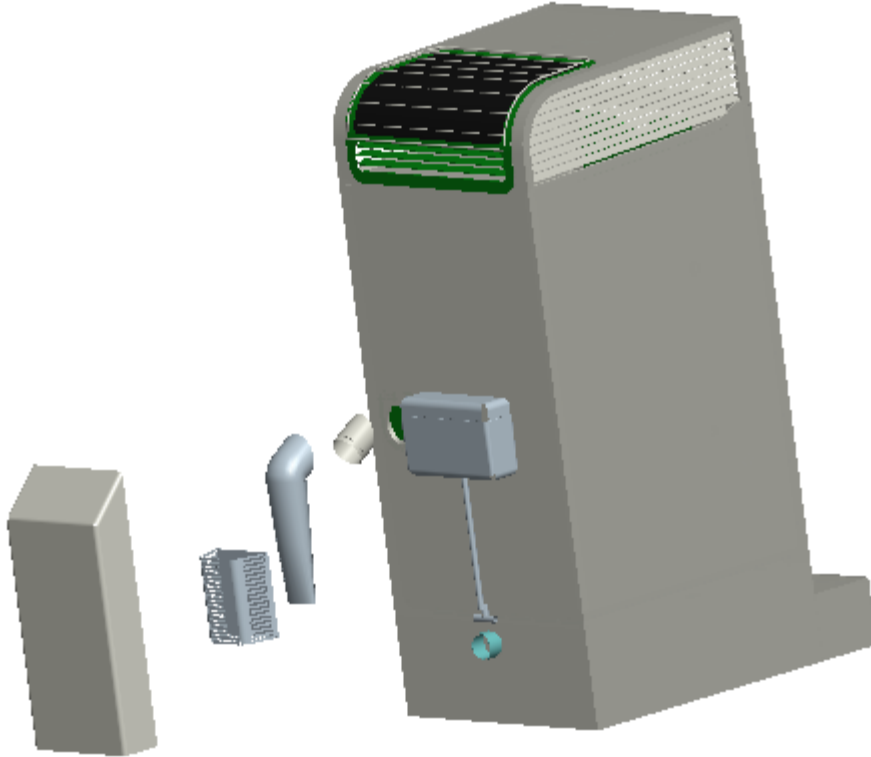
Pan and P trap
assembled together



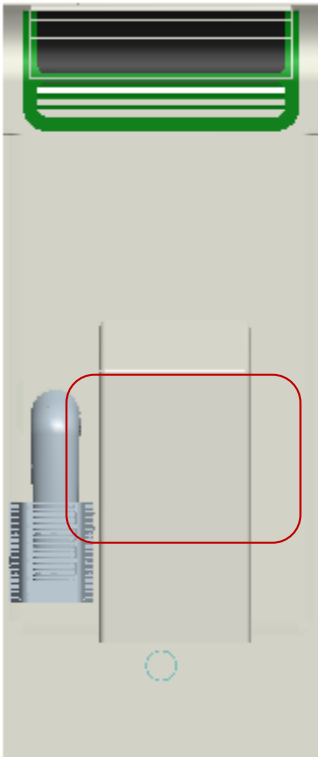
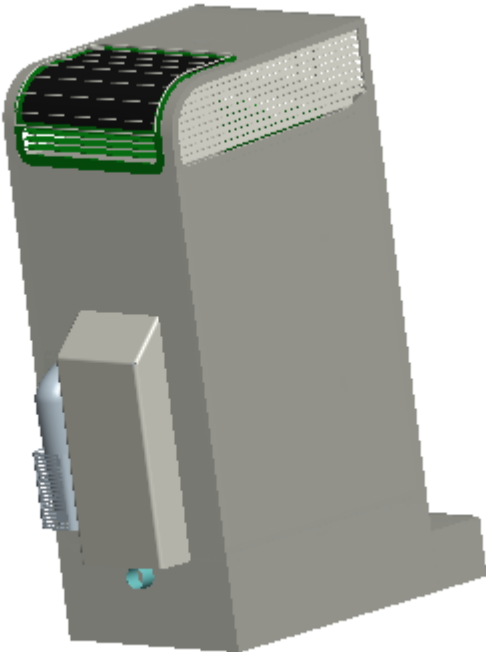
Signature of the Tenderer

P trap roved from the pan

Water line, plumbing, sanitary disposal, side and back covers - Exploded views

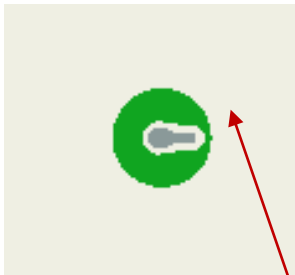


Water line, plumbing, sanitary disposal, side and back covers - Assembled views

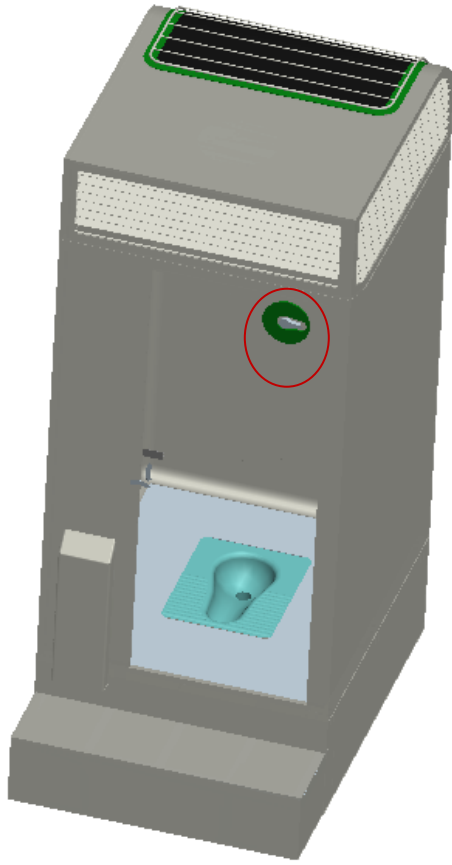


View of cistern fixed outside and behind the stall

Flushing knob arrangement



Signature of the Tenderer



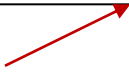
Protective shroud around the knob

Solar Panel and accessories arrangement

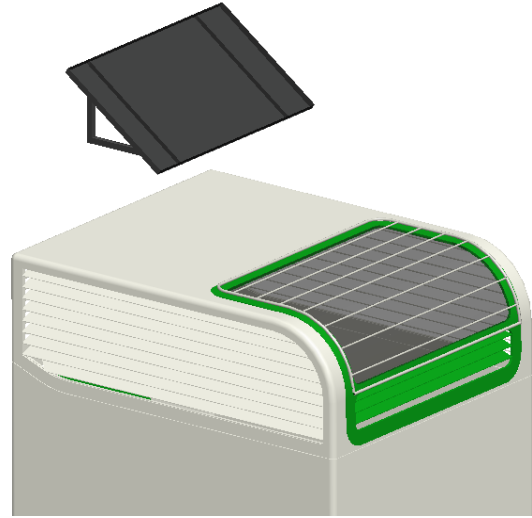
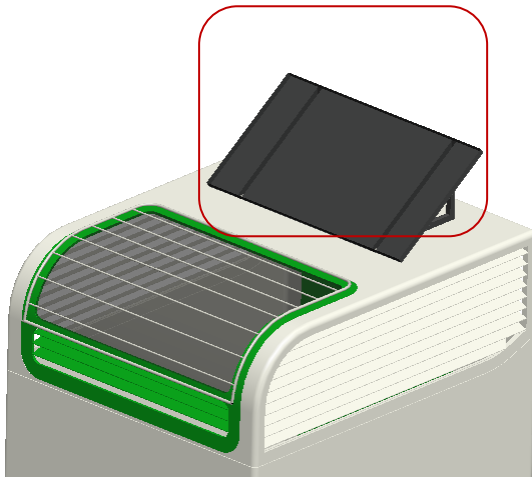
Solar panel anchored to the roof



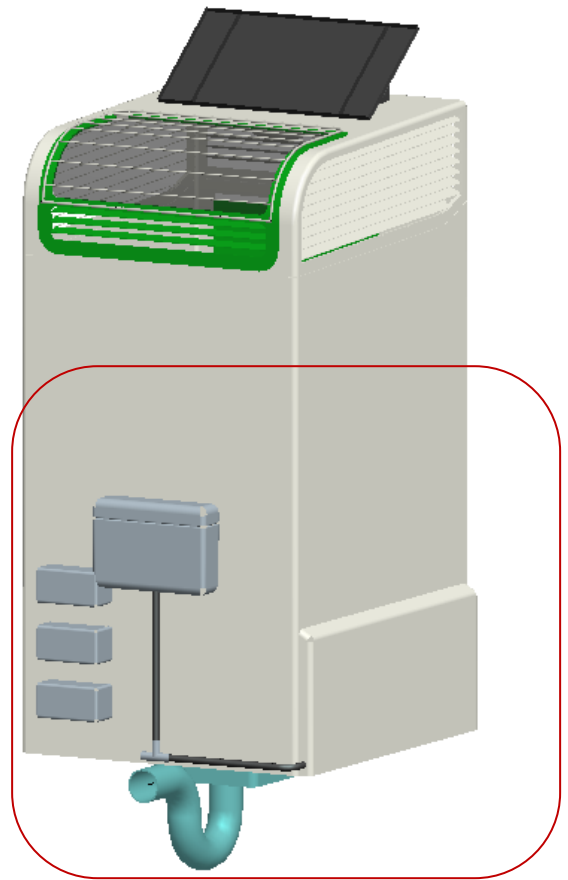
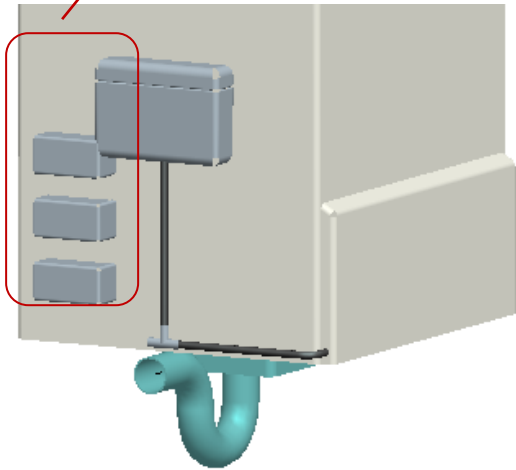
Solar panel separated from the roof



Signature of the Tenderer



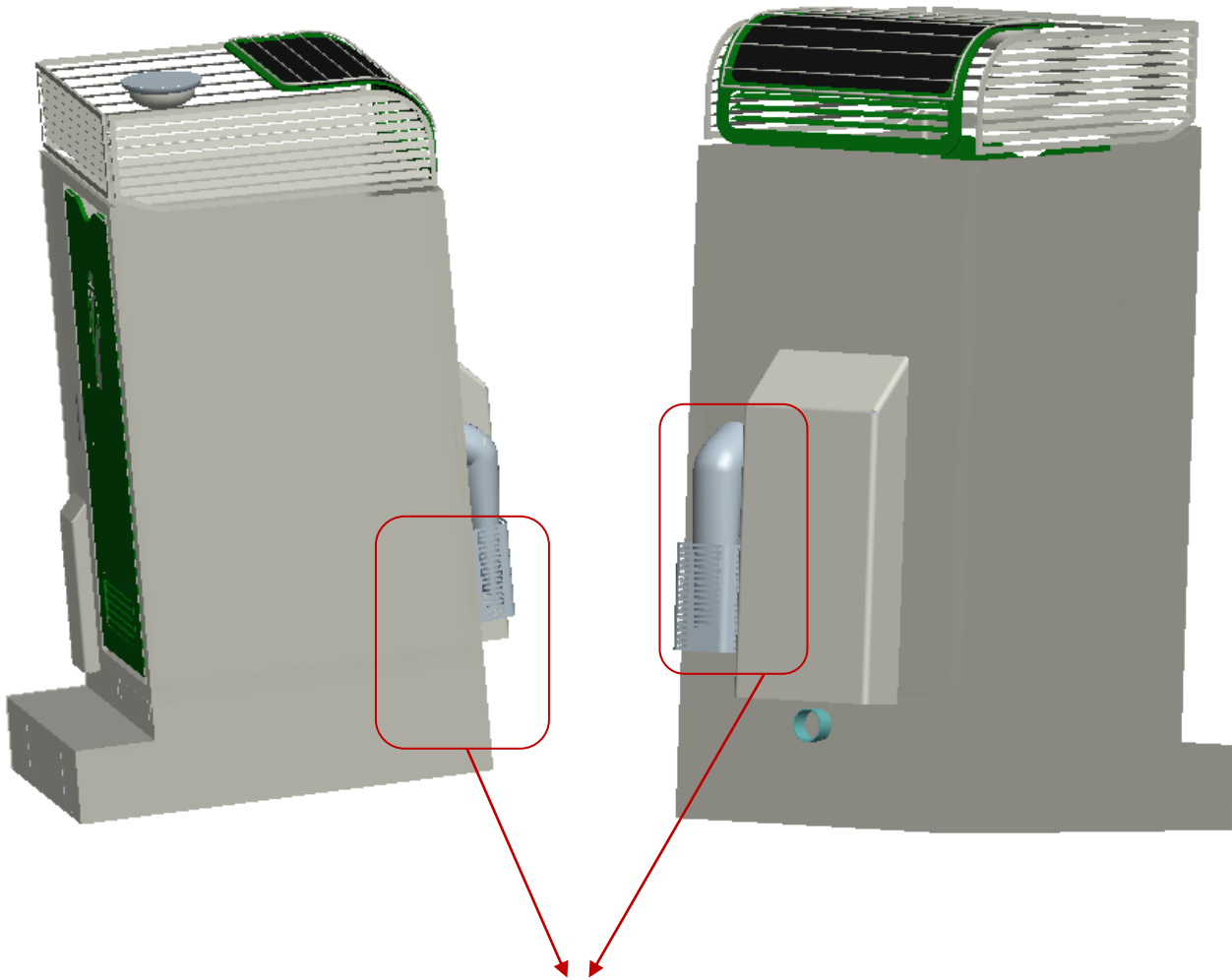
Solar Back up battery
charger and circuit
connection box



Ladies toilet Napkin disposal arrangement views

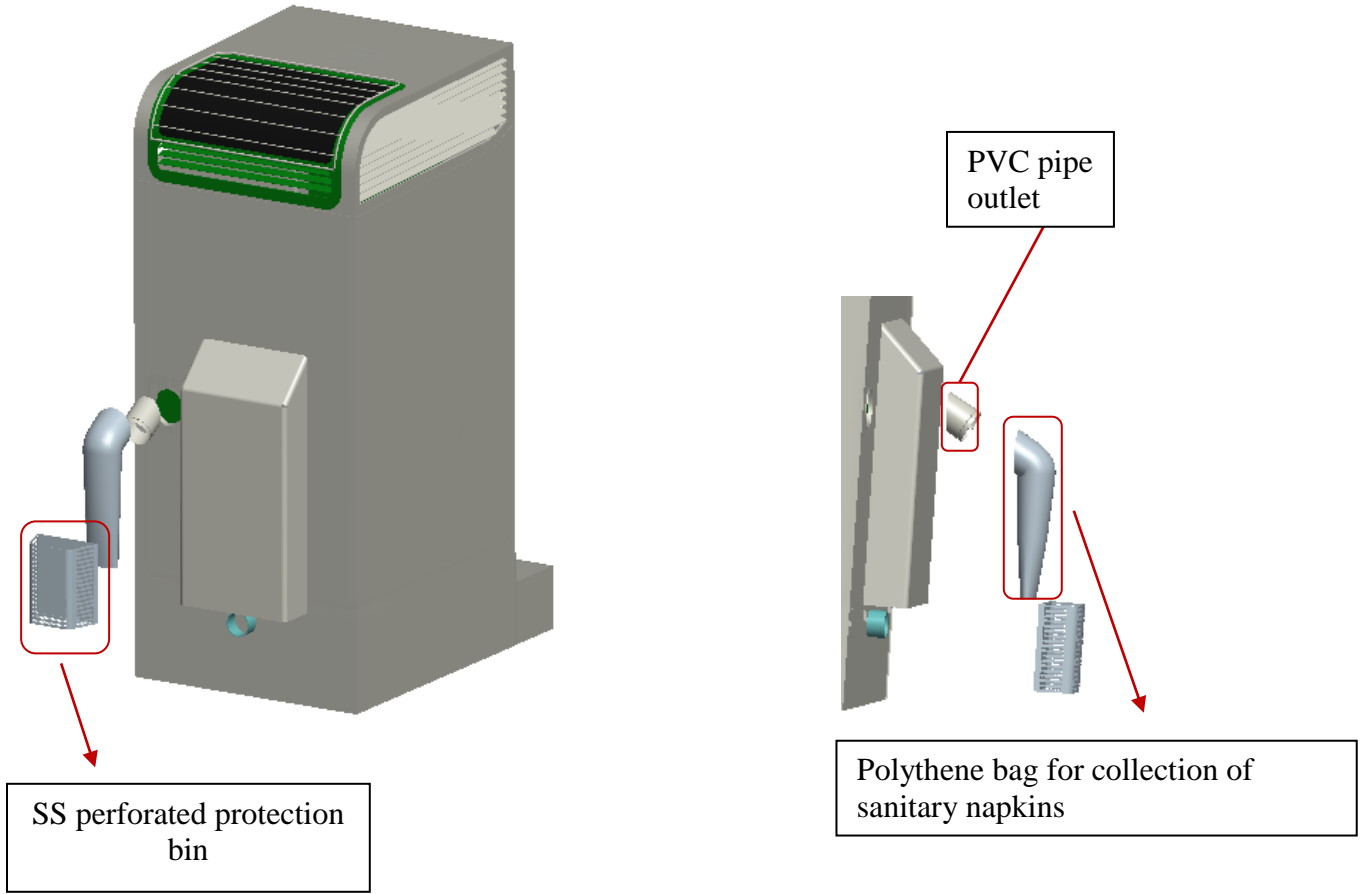
Signature of the Tenderer

Isometric views

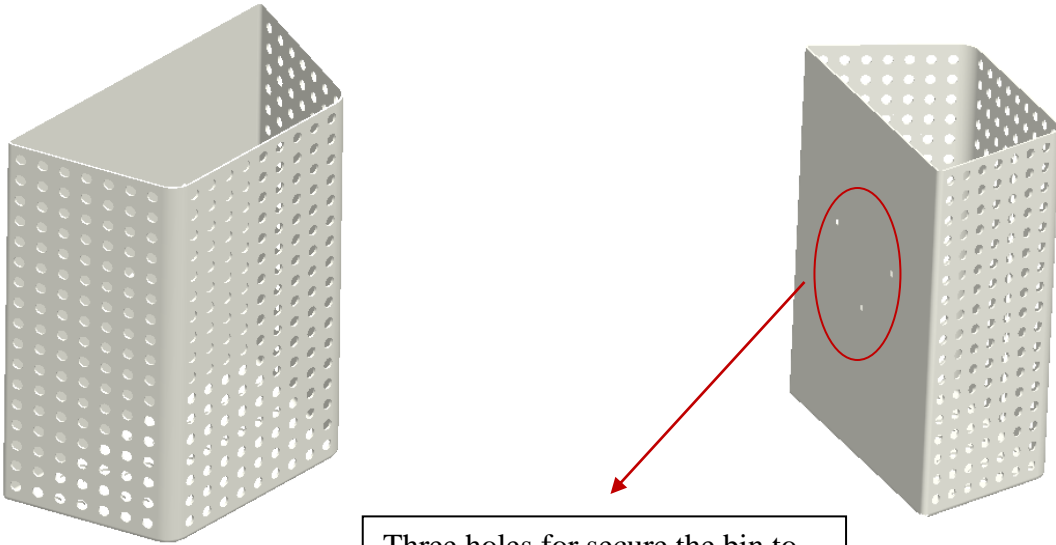


Sanitary Napkin disposal

Exploded views of Sanitary napkin disposal arrangement

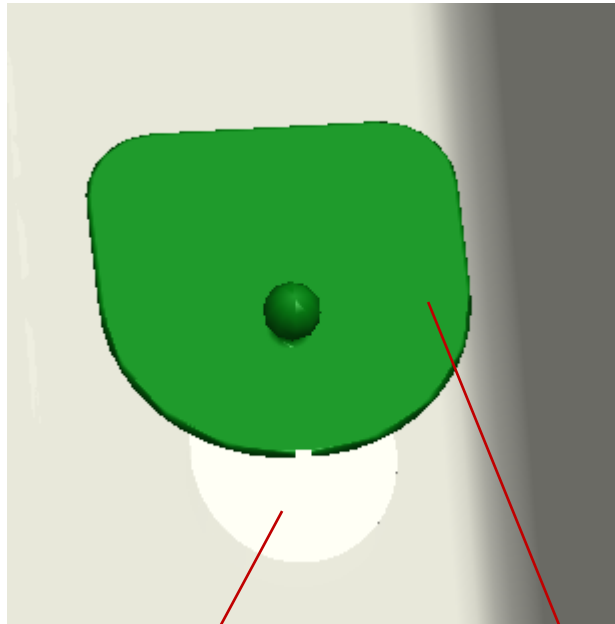
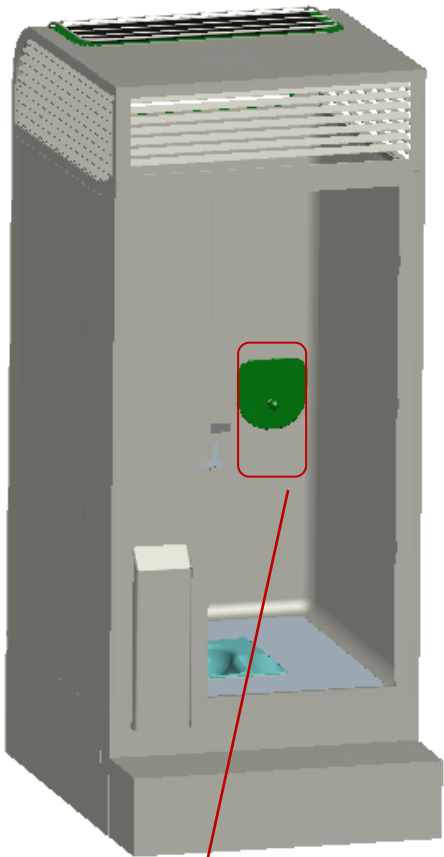


SS Protection Bin for polythene bag



Three holes for secure the bin to the stall

Sanitary Napkin inside disposal arrangement views

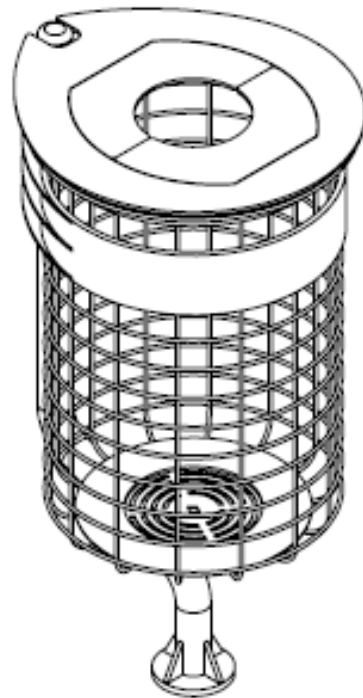
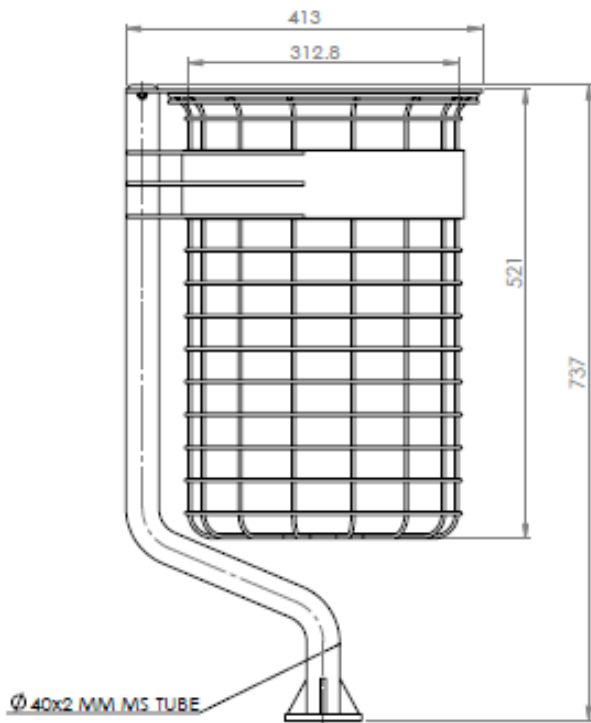


Signature of the Tenderer

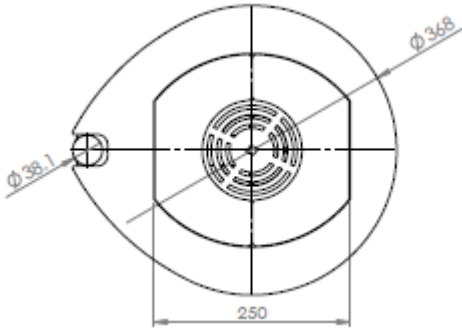
[Redacted signature area]

Opening on the side wall
for disposal of napkins

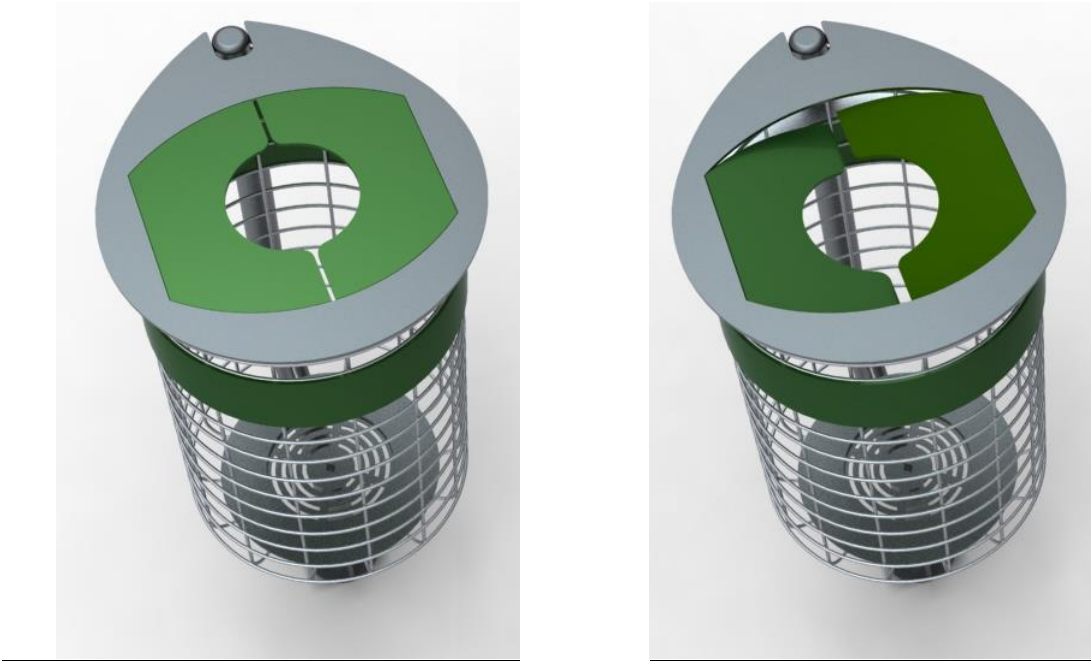
Flap with knob secured to the
stall by hinges in open
position



Signature of the Tenderer



Garbage Bin to be provided in the Toilet Complex



Garbage Bin in operational stage

Signature of the Tenderer

Annexure V**INFRASTRUCTURE REQUIREMENTS AT THE TENDERER'S FACTORY**

In order to qualify in the technical eligibility criteria the Tenderer's factory is required to consist of facilities/conditions, including but not limited to, the following:

Manufacturing Facilities:

1. The factory building should consist of a minimum built area of 5000 Sft.
2. The factory building should be free from excess moisture so as to enable the storage of powder, chemicals re-enforcements and other raw materials including bought out items.
3. The factory building should consist of designated and clearly identified areas for finishing, assembly and inspection of the products.
4. The Tenderer's factory should be equipped with minimum 1 meter width SMC compacting machine to meet the larger volume of SMC requirements in a controlled temperature, dust and humidity controlled area.
5. The temperature inside the factory building should be maintained at 26+20 and the humidity level below 500 or such adequate conditions which facility optimum environment for manufacture of products.
6. Hydraulic press having a minimum capacity of 200T for manufacturing inspection panels.
7. The facilities of the factory should consist of one spray up/chopper machine for ensuring quality dispensing of fibres and resin in correct proportion.
8. A gel coating machine to gel coat the on the mould properly.
9. Hydraulic press having a minimum capacity of 150T for Producing Test laminates / Smaller Components.
10. The painting facility to be done in a temperature and humidity controlled booth system.
11. Have at least one drilling machine.
12. The Tenderer's factory should have one number air compressor of minimum capacity 126 Cfm, 25 to 30HP with Air dryer attachment.

Signature of the Tenderer

13. The firm should have suitable tools, cutters, fine polishing files, buffing machine.
14. The Tenderer's factory should have at least one number of die/moulds for each item.
15. Proper weighing facilities for measuring various raw material constituents should be available. One electronic weighing balance of minimum 10 mg accuracy and one mechanical weighing balance of 100kg capacity and 0.2% accuracy should be available.

Testing Facilities:

1. The Tenderer's factory should have one tensile testing machine of 2.5MT capacity having a least-count of 2.0 Kg with adequate speed of testing required for components.
2. The factory should have one Barcol impressor (Model No.934-1) for conducting hardness test.
3. The factory should have electronic balance (least count - 0.001 gm) with density determination kit.
4. The factory should ensure that arrangements are available for resistance to impact test.
5. The factory should ensure that the arrangements are available for measuring water absorption percentage.
6. The factory should have one muffle furnace (800⁰C) with digital temperature controller and indicator required for glass content determination.
7. Bunsen burner and necessary stand/holder required for flame test should be available. A hot plate for boiling water test of FRP shall also be available.
8. The Tenderer's factory is required to have at least 3 Nos. of silica crucible of 4" size for glass content test and two nos. of glass desiccators. The factory should also have other glassware like beakers, watch plate, funnel etc.
9. The factory should have measuring instruments like steel scales (300, 600 & 1000mm), and vernier calipers (0-200mm).
10. The factory should have Digital Gloss meter with 60 deg. gloss head as per IS: 101 (Part-4/Section-4)-1998 to measure gloss value of the surface, of the FRP products.

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SECTION III

DRAFT AGREEMENT

Signature of the Tenderer

AGREEMENT

BETWEEN

[Please insert name of the concerned ULB]

AND

[Please insert name of the Contractor]

Signature of the Tenderer

AGREEMENT

This agreement is entered into on this [●] day of [●], 2015.

BETWEEN

[●], constituted under [*please insert details of the relevant statute*] organization having its office at [●] and represented by its [____], duly authorised on its behalf (hereinafter referred to as the "**ULB**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of One Part; and

AND

[●], a Company incorporated under the Companies Act, 1956, having its registered office at [●] and (hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted substitutes) of the Other Part.

OR

[**JV Partner A**], being a company registered under the laws of [____] and having its registered office at [____];
and

[**JV Partner B**], being a company registered under the laws of [____] and having its registered office at [____];

(JV Partner A and JV Partner B hereinafter jointly and severally referred to as the "**Contractor**" which expression shall include its successors).

Note LL-ILS: The above format shall be used in case the Contractor is a joint venture of parties (as we have not insisted for an incorporated JV).

The ULB and the Contractor shall hereafter be individually referred to as Party and collectively as Parties.

WHEREAS

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- A. The Commissionerate of Municipal Administration, Government of Tamil Nadu has envisaged a vision to ensure that the State of Tamil Nadu is open defecation free by 2015. In this regard the Commissionerate of Municipal Administration, Government of Tamil Nadu has directed the ULB to implement the vision and achieve the goal.
- B. Pursuant to the above mentioned vision the Commissionerate of Municipal Administration, Government of Tamil Nadu has planned a project involving the installation of [●] number of Composite Modular Toilet Stalls, Community./Public Toilets (as defined hereinafter) consisting of “universal design modular toilet units” in the municipal limits of the ULB. The Commissionerate of Municipal Administration is desirous to involve Private Sector Participation in the proposed project for undertaking manufacture, supply, installation of such Composite Modular Toilet Stalls, Community./Public Toilets (“**Project**”).
- C. The ULB in order to shortlist competent parties to execute the Project had issued tender no. Tender No:------(insert ULB name)/-----/2013 dated [___] in response to which the interested parties had had filed their tenders. The Contractor has pursuant to an evaluation process been declared as the selected tenderer and the Letter of Award dated [___] was issued by the ULB.
- D. The Contractor in its Proposal (as defined hereinafter) has represented that it has the experience, expertise, capability and know-how to ensure that the Project is executed in accordance with the terms of the tender documents and this Agreement in a timely, safe and environmentally responsible manner.
- E. Relying upon the representations in Recital D, the ULB desires to appoint the Contractor to execute the Project, and the Contractor agrees to carry out and complete the Project and remedy any defects therein, on the terms and conditions of this Agreement.
- F. The terms and conditions of this Agreement have been fully negotiated between the ULB and the Contractor as Parties of competent capacity and equal standing.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below:

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings as stated hereunder:

"**Adjoining Property**" means any land and/or property adjoining or in the neighborhood of the Site.

"**Adverse Rights**" means any or all restrictions enjoyed over the Site by any Adjoining Property or Adjoining Owner.

"**Affected Party**" shall have the meaning ascribed to it in Clause 12.1.1.

"**Agreement**" means this agreement as of the date hereof together with the Annexes, as may be amended, supplemented or modified in accordance with its provisions.

"**Applicable Laws**" means all laws in force and effect as of the date hereof and which may be promulgated or brought in force and effect hereinafter in India or the State of Tamil Nadu, including statutes, rules, regulations,

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directions, bye-laws, notifications, ordinances and judgements with the force of law, or any final interpretation by a court with jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.

"**Applicable Permits**" means any permissions, clearances, concessions, authorisations, consents, licenses, permits, rulings, exemptions, no-objections, resolutions, filings, orders, notarisations, lodgements or registrations or approvals of whatsoever nature that are required to be obtained from time to time in connection with the Project and for undertaking, performing or discharging the obligations contemplated by this Agreement in accordance with Applicable Laws.

"**Associate**" means in respect of any Person, any other Person who Controls, is Controlled by or is under common Control of the first mentioned Person.

"**Award**" shall have the meaning ascribed to it in Clause 16.5.

"**Business Day**" means a Day on which banks are open for domestic business in Chennai.

"**Change in Law**" means the occurrence of any of the following subsequent to the date of execution of this Agreement:

- (a) the modification, amendment, variation, alteration or repeal of any existing Applicable Law; or
- (b) the enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Law by any Government Authority; or
- (c) changes in the interpretation, application or enforcement of any Applicable Law or judgment by any court/Government Authority; or
- (d) the introduction of the requirement for the Contractor to obtain any new Applicable Permits; or
- (e) the introduction of any new Taxes or a change in the rate of existing Taxes,

"**Completion Certificate**" shall have the meaning ascribed to it in Clause 6.5.5.

"**Composite Modular Toilet Stalls, Community./Public Toilets**" means an aggregate of [●] number of sanitation facilities with each composite modular toilet stall and Community /Public Toilet consisting of the following:

- (a) Composite Modular Toilet stall
- (b) Roof Poly Carbonate sheet with protection grill
- (c) SS Ventilator arrangement
- (d) LED Vandal Proof light,
With Motion sensor and solar panel
- (e) Composite Door
- (f) Hinges
- (g) SS Tower Bolt

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- (h) SS Throw over latch
- (i) SS Door Handle
- (j) SS Coat Hook
- (k) SS Handle Bar
- (l) Indian pan/ Western Commode
- (m) 9 litre flush cistern
- (n) SS Lift cock
- (o) Flooring (Ceramic) 12 sft
- (p) Concealed Pipes
- (q) Anchor plates and bolts

constructed and maintained by the Contractor in accordance with the Technical Requirements, Applicable Laws and Good Industry Practice.

"**Contractor Event of Default**" means any or all of the events listed in Clause 13.1.1.

"**Contractor Related Parties**" means the Contractor's agents and its sub-contractors of any tier and its or their directors, officers, employees and workmen in relation to the Project and any Person on or at the Site at the express or implied invitation of the Contractor, other than the ULB or the ULB Related Parties.

"**Contractor's Representatives**" shall have the meaning ascribed to it in Clause 8.2.1.

"**Conditions Precedent**" means collectively, the obligations of the ULB as set out in Clause 2.2.2 and the obligations of the Contractor as set out in Clause 2.2.3.

"**Confidential Information**" means any part of this Agreement or any information contained therein or any material provided to either Party pursuant to this Agreement, all of which information shall be deemed to be confidential, except to the extent that this Agreement otherwise requires.

"**Construction**" means the manufacture, supply and installation and construction of the Composite Modular Toilet Stalls, Community./Public Toilets.

"**Construction Period**" means the period during which the Composite Modular Toilet Stalls, Community./Public Toilets are constructed by the Contractor, which period shall commence on the Effective Date and cease on or before the SOD.

"**Control**" with respect to a Person, means the ownership, directly or indirectly of more than 50% of voting shares of such Person or the power to direct the management and policies of such Person by operation of law, contract or otherwise.

"**CP Waiver Notice**" shall have the meaning ascribed to it in Clause 2.4.3.

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"**Day**" means a 24 hour period beginning and ending at 12:00 midnight.

"**Delay Liquidated Damages**" shall have the meaning ascribed to it in Clause 6.3.4.

"**Designs and Drawings**" means the conceptual and detailed designs and drawings, backup technical information required for the Project and all calculations, samples, patterns, models, specifications, standards and other technical information submitted by the ULB from time to time in accordance with the provisions of this Agreement.

"**Dispute**" means any difference or dispute of whatsoever nature relating to this Agreement between the Parties arising under, out of or in connection with this Agreement.

"**ECS**" means electronic clearing service.

"**Effective Date**" shall have the meaning ascribed to it in Clause 2.3.

"**Encumbrances**" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrance and encroachments on the Site/Composite Modular Toilet Stalls, Community./Public Toilets.

"**Event of Default**" shall have the meaning ascribed to it in Clause 13.1.

"**Expert**" means any Person of repute with recognized technical and professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement.

"**Expiry Date**" means the date which is the 5th anniversary of the SOD, unless it is extended in accordance with the terms of this Agreement.

"**FM Notice**" shall have the meaning ascribed to it in Clause 12.2.

"**Force Majeure Event**" shall have the meaning ascribed to it in Clause 12.1.1.

"**Good Industry Practice**" means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced contractor or operator engaged in construction, management, operation and maintenance of Composite Modular Toilet Stalls, Community./Public Toilets and under the conditions similar to the Project.

"**Government Authority**" means any government ministry, department, commission, board, body, bureau, agency, authority, instrumentality, administrative body, at the central, regional, provincial, having jurisdiction over the Contractor, the Site, the Composite Modular Toilet Stalls, Community./Public Toilets, the O&M Services or any portion thereof.

"**Independent Consultant**" shall be an Expert or such other person or group of persons appointed by the ULB in accordance with Clause 6.1.

"**Loss**" means all damages, losses, expenses arising under statute, contract or otherwise in connection with judgments, proceedings, claims, internal costs or demands.

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"**Material Adverse Effect**" means the effect of any act or event which materially and adversely affects the ability of either Party to exercise its material rights or perform any of its material obligations under and in accordance with the provisions of this Agreement.

"**Milestone Dates**" means the dates for completion of specified construction activities for achieving the completion of the Composite Modular Toilet Stalls, Community./Public Toilets, as stated in the Project Completion Schedule attached hereto as Annexure 10 and as may be extended from time to time.

"**Month**" means a calendar month as per the Gregorian calendar.

"**Non-Political Force Majeure Event**" means the events set out in Clause 12.1.2 (a).

"**Notice of Dispute**" shall have the meaning ascribed to it in Clause 16.1.

"**Political Force Majeure Event**" means the events set out in Clause 12.1.2 (b).

"**Preliminary Notice**" means the notice of intended termination of this Agreement by the Party entitled to terminate this Agreement to the other Party setting out, *inter alia*, the underlying Event of Default.

"**Project**" shall have the meaning ascribed to it in Recital B.

"**Project Completion Schedule**" shall have the meaning ascribed to it in Clause 6.3.2.

"**Project Cost**" means the sum of Rs. [●] being the cost of manufacturing, supply, and install the Composite Modular Toilet Stalls, Community./Public Toilets until the SOD, or such other amount as may be revised from time to time in accordance with the provisions of this Agreement.

"**Proposal**" shall mean the tender submitted by the Contractor and annexed hereto as Annexure 11.

"**Provisional Completion Certificate**" shall have the meaning ascribed to it in Clause 6.5.6.

"**Punch List**" shall have the meaning ascribed to it in Clause 6.5.6.

"**Scheduled Operations Date**" or "**SOD**" shall mean date occurring [●] Days from the Effective Date, or such other extended period as may be mutually agreed between the Parties.

"**Security**" includes any mortgage, pledge, lien, encumbrance, security interest, right of set-off, hypothecation, assignment by way of security, retention of title or ownership or any other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect.

"**Site**" means the details of location as set out in Annexure 4 wherein the Composite Modular Toilet Stalls, Community./Public Toilets shall be installed.

"**Taxes**" means all taxes, levies, imposts, cesses, duties and other forms of taxation, including income tax, sales tax, value added tax, service tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty or capital duty, and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Contractor.

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"**Technical Specifications**" means the technical parameters in accordance with which the Composite Modular Toilet Stalls, Community./Public Toilets shall be manufactured, and installed, as is more specifically set out in Annexure 1.

"**Termination Compensation**" means the compensation payable to the Contractor on the Termination Date, in accordance with Clause 15.

"**Termination Date**" means the date on which this Agreement is terminated by a Termination Notice.

"**Termination Notice**" means a notice issued by a Party to the other Party terminating this Agreement in accordance with its terms.

"**Third Party Consent**" means a consent allowing the Contractor or Contractor Related Parties to affect their Adverse Rights while implementing the Project.

"**Transfer Date**" means the Expiry Date or the Termination Date, whichever is earlier.

"**Rupees**" means the Indian Rupees, the lawful currency of the Republic of India.

"**ULB Event(s) of Default**" means any or all of the events listed in Clause 13.1.2.

"**ULB Related Parties**" means any of the following:

- (a) an officer, servant, employee or agent of ULB acting in that capacity; or
- (b) any contractor or sub-contractor of ULB of any tier and their directors, officers, servants, employees or agents acting in that capacity; or
- (c) any Person acting on behalf of ULB.

"**Users**" shall mean the end users of the Composite Modular Toilet Stalls, Community./Public Toilets.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the masculine includes the feminine and vice-versa;
- (b) the singular includes the plural and vice-versa;
- (c) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (d) a reference to any clause, annex or recital shall refer, except where expressly stated to the contrary, to Clause, Annex or Recital of this Agreement;
- (e) save where stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to this Agreement and/or such document;
- (f) references to any documents being 'in the agreed form' means such documents have been initialed by or on behalf of each of the parties for the purposes of identification;
- (g) headings are for convenience of reference only;
- (h) unless otherwise stated, any reference to any period commencing "from" a specific day or date and "till" or "until" a specific day or date shall include both such days or dates;
- (i) unless otherwise specified, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;
- (j) any word or expression used in this Agreement, unless defined or construed in this Agreement, shall bear the ordinary English meaning;
- (k) the words "include" and "including" are to be construed without limitation;
- (l) the Annexes to this Agreement shall form an integral part and parcel of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement; and
- (m) capitalised terms not defined in the Annexes shall have the same meaning ascribed to them in this Agreement.
- (n) The delay damages levied under this Agreement are a genuine pre-estimation of the loss and damage that will be suffered by the ULB in the event of any such failure on the part of the Contractor and the Contractor irrevocably undertakes that it will not, whether by legal proceedings or otherwise, contend that the levels of damages are not reasonable nor will it put the ULB to the proof thereof, nor further contend that its agreement to such sum and

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undertaking as aforesaid were arrived at by force, duress, coercion, mistake or misrepresentation on the part of the ULB.

1.3 **Measurements and Arithmetic Conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below being rounded down.

1.4 **Responsibility for Related Parties**

Subject to the provisions of this Agreement, the Contractor shall be responsible to the ULB for the acts and omissions of the Contractor Related Parties as if they were the acts and omissions of the Contractor and the ULB shall be responsible to the Contractor for the acts and omissions of the ULB Related Parties as if they were the acts and omissions of the ULB.

1.5 **Succession**

References to a public authority, other than the ULB, shall be deemed to include a reference to any successor to such public authority or any organisation or entity which has taken over either or both the functions and responsibilities of such public authority. References to other Persons, other than the ULB, shall include their successors and assignees.

1.4 **Precedence of Documentation**

In case of ambiguities or discrepancies within this Agreement the following shall apply:

- (a) between two Clauses of this Agreement, the provisions of the specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the dimensions scaled from the Designs and Drawings and its specific written dimension, the latter shall prevail; and
- (c) between the provisions of this Agreement and the Annexes, the former shall prevail.

CLAUSE 2

CONDITIONS PRECEDENT

2.1 **Effectiveness of the Agreement**

Clauses 2.1, 2.2.4, 3.3.2, 3.3.3, 6.1, 6.3.2, 10, 11.1, 12, 16, 17, 19 and the related Annexes, if any, shall come into force on the date of execution of this Agreement. The other provisions of this Agreement shall come into force on the Effective Date.

2.2 **Conditions Precedent**

- 2.2.1 The Contractor shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for within [●] days of this Agreement.

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The Contractor shall give notice, together with supporting documentation, where relevant, to the other Party of the satisfaction of such of those conditions for which it is responsible, promptly and, in any event, no later than five (5) Days after the date of satisfaction of all the conditions.

- 2.2.2 The ULB shall within [●] days of the execution of this Agreement hand over the physical possession of the Site to the Contractor free of all encumbrances for the Project;
- 2.2.3 The Contractor shall fulfill the following Conditions Precedent, if not already fulfilled on the date of execution of this Agreement:
- (a) providing the certified true copies of its constituent documents;
 - (b) providing all the board resolutions in its board meeting authorising the execution, delivery and performance of this Agreement by the Contractor;
 - (c) the Contractor shall have obtained all Applicable Permits for the implementation of the Project.
 - (d) deliver to the ULB the Project Completion Schedule in accordance with Clause 6.3.2;
- 2.2.4 The ULB shall provide all support and assist the Contractor in obtaining Applicable Permits from the relevant Government Authorities.

2.3 **Effective Date**

Subject to the provisions of Clause 2.1, this Agreement shall come into effect on the Day on which the last of the Conditions Precedent is satisfied or waived, by the Party for whose benefit such Conditions Precedent have been included, in accordance with Clause 2.4 ("**Effective Date**").

2.4 **Consequences of Failure to Fulfill the Conditions Precedent**

- 2.4.1 If the Contractor fails to fulfill any of the Conditions Precedent that it is required to fulfill under Clause 2.2.3 within the prescribed time period specified in Clause 2.2.1, unless waived in accordance with Clause 2.4.3, the ULB shall be entitled to levy damages at the rate of Rs. [●] for each day of delay until the fulfillment of the conditions precedent subject to a maximum of [●]. In the event the total delay damages exceeds the maximum limit stated herein the ULB shall have the right to terminate this Agreement by issuing a thirty (30)days' notice to the Contractor and forfeit the bid security or the Performance Bank Guarantee, as the case may be.
- 2.4.2 Failure of the ULB to perform any of the Conditions Precedent that it is responsible for under Clause 2.2.2 within the prescribed time period specified in Clause 2.2.1, unless waived by the Contractor in accordance with Clause 2.4.3, the Contractor shall be entitled to terminate this Agreement by issuing a thirty (30) Day notice to the ULB. Upon termination of this Agreement pursuant to this Clause 2.4, the Contractor shall be entitled to receive compensation from the Authority under this Agreement or otherwise. Additionally, ULB shall return the bid security or the Performance Bank Guarantee, as the case may be, to the Contractor.
- 2.4.3 Each Party may, at its discretion and subject to Applicable Law, waive any or all of the Conditions Precedent to be fulfilled by the other Party, provided however that such Party issues a notice to the other Party prior to expiry of the prescribed time period for fulfillment of the Conditions Precedent by such other Party ("**CP Waiver Notice**"), stating:
- (a) the Condition Precedent being waived; and

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- (b) the time extended for fulfillment of the Condition Precedent so waived after the Effective Date.

2.4.4 If a Party fails to perform a Condition Precedent pursuant to receipt of a CP Waiver Notice within the extended period stated in the CP Waiver Notice, then the other Party shall be entitled to terminate this Agreement forthwith by issuing a notice to such Party.

CLAUSE 3

SCOPE OF THE PROJECT

3.1 Scope of the Project

3.1.1 The Project shall include the manufacture, supply, construction, installation of the Composite Modular Toilet Stalls, Community./Public Toilets. The description of the Project in detail is set out in Annexure 1.

3.1.2 The scope of the Project shall include performance and execution by the Contractor of the Project in accordance with the Technical Specifications.

3.2 Grant of the right to execute the Project

3.2.1 Subject to and in accordance with the terms of this Agreement, ULB hereby grants to the Contractor the right to implement and execute the Project and perform the following actions:

- (a) finance, develop, construct, commission and test the Composite Modular Toilet Stalls, Community./Public Toilets during the Construction Period;
- (b) perform and fulfill all of the Contractor's obligations under this Agreement;
- (c) bear and pay all expenses, costs and charges incurred in the fulfillment of all the Contractor's obligations under this Agreement;
- (d) set all standards and frame and apply all internal policies, guidelines and procedures as may be appropriate for the safety, security, development, management or operations of the Composite Modular Toilet Stalls, Community./Public Toilets and the Site, subject only to the terms of this Agreement and in accordance with Applicable Laws and Good Industry Practice; and
- (e) do all things incidental or related thereto or which the Contractor considers desirable and appropriate to be carried on in connection with the Project.

3.3 Rights, Title and Interest in the Composite Modular Toilet Stalls, Community./Public Toilets

3.3.1 The ownership, rights and title to the Project and more particularly the Composite Modular Toilet Stalls, Community./Public Toilets, shall at all times during this Agreement be vested with the ULB.

3.3.2 Save as otherwise provided in this Agreement, the Contractor shall not during the operation of this Agreement, without the prior written consent of the ULB, transfer, assign or novate all of its rights and obligations under this Agreement,

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CLAUSE 4**RIGHTS, TITLE AND INTEREST TO SITE**

- 4.1. In consideration of the Contractor agreeing to perform and discharge its obligations as set out in this Agreement, the ULB hereby grants to the Contractor the exclusive right to enter upon, occupy and use the Site to implement the Project in accordance with this Agreement.
- 4.2. The Contractor shall, at its own cost and expense, make such developments and improvements in the Site as may be necessary or appropriate to implement the Project in accordance with this Agreement.
- 4.3. The Contractor shall not without the prior written consent or approval of the ULB use the Site for any purpose other than for the purposes of the Project and purposes incidental thereto as permitted under this Agreement or as may be otherwise approved by the ULB.
- 4.4. The ULB warrants that the Contractor shall, subject to complying with the terms and conditions of this Agreement, remain in occupation of the Site, as the case may be, during the Construction Period and the Services Period. In the event that the Contractor is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have a charge on the Site or any part thereof, the ULB shall immediately being called upon by the Contractor, defend such claims and proceedings.
- 4.5. If at any time the Contractor requires access to or any interest in any land, for the purposes of implementing the Project, which does not form part of the Site, the ULB shall upon being notified by the Contractor, without any obligation, use its best efforts, to acquire an interest in such land.
- 4.6. If the Construction cannot be carried out without interfering with any Adverse Right, the Contractor shall promptly notify the same to the ULB and ULB shall obtain all necessary Third Party Consents and/or the approval of the relevant Government Authority and the Contractor shall pay such sums as may be required for giving such Third Party Consent and/or approval of the relevant Government Authority and shall provide to the ULB a copy of every Third Party Consent and/or approval obtained from such Government Authority. The ULB shall provide all assistance to the Contractor to obtain such approvals.

CLAUSE 5**PERFORMANCE BANK GUARANTEE**

- 5.1 **Performance Bank Guarantee**
 - 5.1.1 The Contractor shall submit to the ULB an irrevocable bank guarantee from an nationalized bank in India with a branch in Chennai for a sum equal to [●]% of the Project Cost, denominated in Rupees and in the form set out in Annexure 5, payable at Chennai, to secure the due performance of the Contractor's obligations under this Agreement during the Construction Period ("**Performance Bank Guarantee**"). The charges for providing the Performance Bank Guarantee shall be borne by the Contractor.
 - 5.1.2 The Contractor shall maintain the Performance Bank Guarantee in full force and effect from the Effective Date until the Expiry Date.

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If the Performance Bank Guarantee is scheduled to expire prior to the occurrence of the Expiry Date in accordance with the Project Completion Schedule, then at least thirty (30) Days prior to the scheduled expiry of the Performance Bank Guarantee, the Contractor shall arrange for an extension or replacement of the Performance Bank Guarantee.

- 5.1.3 The ULB shall have the right to draw on the Performance Bank Guarantee and claim the amount guaranteed on demand upon the Contractor's failure to honour any of its obligations, responsibilities or commitments during the Construction Period.
- 5.1.4 If the ULB draws on the Performance Bank Guarantee, in part or in full, the Contractor shall immediately, within ten (10) Days of such drawal, restore the value of the Performance Bank Guarantee to the amount stated in Clause 5.1.1.
- 5.1.5 If this Agreement is terminated for any reason other than the occurrence of a Contractor Event of Default, the Performance Bank Guarantee shall be duly discharged and released to the Contractor.
- 5.1.6 In the event that the Contractor fails to perform its obligations in accordance with Clause 8 and consequently is liable to pay Performance Liquidated Damages or pay any other amount under this Agreement, the ULB may recover such amount or damages from the amount due to the Contractor from the ULB. In the event that such amount recovered is not sufficient to pay the Performance Liquidated Damages or any other amount due, the ULB shall invoke the Performance Bank Guarantee to the extent of such unrecovered amount.

CLAUSE 6

THE CONSTRUCTION PERIOD

6.1 Independent Consultant

- 6.1.1 Within [●] days of the signing of this Agreement the ULB/CMA shall appoint the Independent Consultant.

The procedure for the terms of appointment and replacement and the scope of work of the Independent Consultant are set out in Annexure 9.

- 6.1.2 All fees, costs, charges and expenses payable to the Independent Consultant shall be borne by the ULB/CMA . Within fifteen (15) Days of receipt of a demand from the Independent Consultant, the ULB/CMA shall pay the Independent Consultant its fees, costs, charges and expenses.
- 6.1.3 The ULB/CMA may replace the Independent Consultant in any of the following circumstances:
- (a) if either Party has a reason to believe that the Independent Consultant has not discharged its duties in accordance with Clause 6.1.4;
 - (b) if the ULB/CMA decides not to renew the appointment of the Independent Consultant; or
 - (c) if the Independent Consultant tenders its resignation in accordance with the terms of its appointment.

The ULB shall comply with Annexure 9 in appointing a replacement of the Independent Consultant.

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- 6.1.4 The Independent Consultant shall be required to act independently, reasonably, fairly and expeditiously to facilitate the smooth completion of the construction of the Composite Modular Toilet Stalls, Community./Public Toilets.
- 6.1.5 Except as specifically provided in this Agreement, the Independent Consultant shall have no authority, whether express or implied, to amend, vary or curtail any of the rights or obligations of the Parties.
- 6.1.6 The Independent Consultant shall at all times during the Construction Period have the right to enter upon and access the Site and the Composite Modular Toilet Stalls, Community./Public Toilets, with reasonable notice to the Contractor. The Contractor shall have the right to accompany the Independent Consultant during its attendance at the Site.
- 6.1.9 The Independent Consultant shall, at all times during the Construction Period and Services Period, have the right to enter upon and access the Site and the Composite Modular Toilet Stalls, Community./Public Toilets with reasonable notice to the Contractor. The Contractor or the Contractor's Representatives shall have the right to accompany the Independent Consultant during its attendance at the Site.
- 6.2 **General Requirements**
- 6.2.1 The Contractor shall complete the Construction and achieve the SOD in a manner that is:
- (a) in compliance with the Technical Specifications, Applicable Laws, Applicable Permits and Good Industry Practice; and
- 6.2.2 The Contractor may undertake the Construction itself or through sub-contractors possessing the requisite technical, financial and managerial expertise and capability. In either case, the Contractor shall be solely responsible for compliance with this Agreement.
- 6.2.3 During the Construction Period, the Contractor shall take all necessary measures to maintain the safety and security of all goods, materials, the Composite Modular Toilet Stalls, Community./Public Toilets and the personnel at the Site and comply with the Technical Specifications.
- 6.3 **Construction Timelines**
- 6.3.1 The Contractor shall commence the Construction post the Effective Date. Notwithstanding the foregoing, upon satisfaction of the Conditions Precedent set out in Clause 2.2.2 (a) by the ULB, the Contractor may at its sole discretion commence the Construction prior to the Effective Date.
- 6.3.2 The Contractor shall provide the Independent Consultant and the ULB/CMA with a detailed schedule for the completion of the Construction and the Milestone Dates ("**Project Completion Schedule**") attached hereto as Annexure 10. This will be submitted and approved by the ULB prior to the Effective Date.
- 6.3.3 The Contractor shall complete the Construction and achieve the SOD.
- 6.3.4 The Contractor shall comply with the Project Completion Schedule and adhere to the Milestone Dates. If the Contractor fails to achieve a Construction milestone by a Milestone Date, it shall pay liquidated damages to the ULB at the rate provided in Annexure 6 ("**Delay Liquidated Damages**").

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6.3.5 The ULB may either recover Delay Liquidated Damages from the Performance Bank Guarantee or demand payment thereof from the Contractor. The Contractor shall make such payment within forty five (45) Business Days of receiving such demand from the ULB. In the event the Contractor achieves SOD, any liquidated damages paid by the Contractor to the ULB shall be refunded by the ULB within 15 Business Days from the date of written request from the Contractor without any interest thereon.

6.4 **Construction of the Composite Modular Toilet Stalls, Community/Public Toilets**

6.4.1 During the Construction Period, the Contractor shall:

- (a) arrange for, in a timely manner, all necessary financial and other resources required for Construction and installation of the Composite Modular Toilet Stalls, Community./Public Toilets;
- (b) ensure that professionally competent Persons are appointed to manage the Construction and provide adequate safety at the Site;
- (c) undertake that all the construction works, materials, equipment, systems and procedures are in good condition and in conformity with the Technical Specifications, Good Industry Practice, Applicable Laws and Applicable Permits;
- (d) ensure that the Composite Modular Toilet Stalls, Community/Public Toilets is fabricated, installed, constructed and completed in accordance with the approved Designs and Drawings with layouts approved and
- (e) reasonably consider the comments/suggestions made by the Independent Consultant during any meetings of the Contractor with its Contractors.

6.5 **Commissioning of the Composite Modular Toilet Stalls, Community./Public Toilets**

6.5.1 Upon completion of the Composite Modular Toilet Stalls, Community/Public Toilets, the Contractor shall issue a notice to the Independent Consultant and the ULB, requiring them to be present at the Site on the date(s) specified in such notice, to carry out necessary inspections to determine that the Composite Modular Toilet Stalls, Community./Public Toilets are in conformity with the Technical Specifications.

6.5.2 The Independent Consultant and the ULB shall have the right to confirm their availability for attending the inspection on the date(s) specified in the Contractor's notice. In the event the Independent Consultant or the ULB is unable to attend the Tests on the date(s) specified in the Contractor's notice, it shall inform the Contractor at least five (5) Days prior to the inspection date(s) specified in the Contractor's notice and shall inform an alternate date on which they shall be available to attend the inspection.

6.5.3 Subject to the Independent Consultant and the ULB confirming their availability to attend in accordance with Clause 6.5.2, the Contractor shall, on the date(s) specified in its notice, carry out the inspection in accordance with the instructions of and under the supervision of the Independent Consultant, to prove compliance of the Construction with the Technical Requirements.

6.5.4 If the Independent Consultant is not satisfied with the results of the inspection, the Contractor shall be responsible for remedying any defects or deficiencies in the Composite Modular Toilet Stalls, Community/Public Toilets and for repeating the inspection at its own cost and expense until such time that the Independent Consultant is satisfied.

6.5.5 The Independent Consultant upon being satisfied that the inspection have been successfully completed and that the Composite Modular Toilet Stalls, Community/Public Toilets can be safely and reliably

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operated in accordance with the requirements in Clause 6.3.1, the Independent Consultant shall inform the ULB & CMA and the ULB shall then issue a completion certificate ("**Completion Certificate**") in the form set out in Annexure 6. Such Completion Certificate shall be final and binding on the Parties.

- 6.5.6 The ULB may, in consultation with the Independent Consultant and at the request of the Contractor, issue a provisional certificate of completion ("**Provisional Completion Certificate**") in the form set out in Annexure 8, if the inspection are successful and the Composite Modular Toilet Stalls, Community./Public Toilets can be safely and reliably placed in operation though certain works or things forming part thereof are outstanding and not yet complete. The Provisional Completion Certificate shall have appended thereto a list of outstanding items signed jointly by the ULB and the Contractor ("**Punch List**") to be completed by the Contractor within a stipulated time. All items in the Punch List shall be completed by the Contractor within ten (10) Days of the date of issue of the Provisional Completion Certificate or such other extended period that the ULB may in its sole discretion determine and thereafter the Contractor shall apply for the issuance of Completion Certificate in accordance with Clause 6.5.5 above.

CLAUSE 7

PAYMENT

7.1 Payment

The ULB agrees to pay the Contractor during the Construction Period the amount identified in the payment terms detailed in the Annexure 3.

CLAUSE 8

REPRESENTATIVES OF THE PARTIES

8.1 Representatives of the ULB

8.1.1 The ULB may appoint any Person pursuant to this Clause 10.1.1 ("**ULB's Representatives**") to carry out any functions and powers of the ULB under this Agreement.

8.1.2 The ULB shall, upon appointment of ULB's Representatives, notify the Contractor about the appointment and the functions and powers assigned to such representatives.

8.1.3 The ULB reserves the right to remove any Person as its representative, appointed pursuant to Clause 10.1.1 and upon such removal the ULB shall issue a notice, within 10 Days, to the Contractor informing about such removal and fresh appoint of a Person as its representative, if any.

8.2 Representatives of the Contractor

8.2.1 The representatives of the Contractor's shall initially be [●] or such other Person appointed pursuant to this Clause 10.2.1 ("**Contractor's Representatives**"). The Contractor's Representatives shall have full authority to act on behalf of the Contractor for all purposes of this Agreement.

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- 8.2.2 The Contractor may by notice to the ULB change the Contractor's Representatives. Where the Contractor wishes to do so, it shall by written notice to the ULB propose a substitute for approval, taking account of the need for liaison and continuity in respect of the Project. Such appointment shall be subject to the approval of the ULB, which shall not be unreasonably withheld or delayed.
- 8.2.3 The Contractor reserves the right to remove any Person as its representative, appointed pursuant to Clause 10.2.1 and upon such removal the Contractor shall issue a notice, within seven (7) Days, to the ULB informing about such removal and fresh appoint of a Person as its representative, if any.

CLAUSE 9

GENERAL RIGHTS, DUTIES AND OBLIGATIONS

9.1 Of the Contractor

- 9.1.1 The Contractor shall at all times during the Construction Period maintain and comply with Applicable Permits.
- 9.1.2 The Contractor shall during the Construction Period pay in a timely manner all Taxes that may be levied, claimed or demanded from time to time by any Government Authority, including any increase effected therein from time to time, in respect of the Project.
- 9.1.3 Except as otherwise provided in this Agreement, the Contractor shall not assign its rights, title or interest in this Agreement in favour of any Person without the prior written consent of the ULB.

9.2 Of the ULB

- 9.2.1 The ULB shall ensure that the Site is made available to the Contractor in accordance with the terms of this Agreement.
- 9.2.2 The Contractor shall and shall cause the Contractor Related Parties to make to the Government Authorities any applications required in respect of and obtain all the necessary Applicable Permits in accordance with Applicable Laws. The costs of complying with this requirement shall be borne solely by the Contractor.

The ULB shall provide all assistance to the Contractor in obtaining Applicable Permits from the relevant Government Authorities.

- 9.2.3 The ULB shall provide all assistance to the Contractor during the Construction Period to ensure that the Contractor has access to all infrastructure Composite Modular Toilet Stalls, Community/Public Toilets and utilities including water, electricity and telecommunication Composite Modular Toilet Stalls, Community/Public Toilets necessary for the implementation at the prevalent rates and on the terms no less favourable to the Contractor than those generally available to commercial or industrial generators. It is clarified that:

- (a) the power made available shall be as received by the Contractor at a point on the boundary of the Site at a location to be mutually agreed between the relevant Government Authority and the Contractor. The ULB shall ensure implementation of a power substation in accordance with the capacity of the substation required at the Site during the Construction Period; and
- (b) the off-take point for drinking water supply and construction purpose shall be arranged by the Contractor on its own. The ULB shall provide all necessary assistance to the Contractor for procuring the water supply.

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9.3 **Common Obligations of the Parties**

- 9.3.1 The Parties shall perform their respective obligations under this Agreement in accordance with Applicable Laws and Applicable Permits.
- 9.3.2 The Parties shall mutually cooperate with each other in order to achieve the objectives of this Agreement.

CLAUSE 10

CHANGE IN LAW

10.1 **Consequences of Change in Law**

- 10.1.1 The Project Cost shall be adjusted to take into account any increase or decrease in cost resulting for a Change in Law, made after the Effective Date, which affect the Contractor in the performance of obligations under this Agreement.

If the Contractor suffers (or will suffer) delay and / or incurs (or will incur) additional cost as a result of Change in Law, made after the Effective Date, the Contractor shall give notice to ULB and shall be entitled to:

- (a) an extension of time for any such delay, if completion of the Project is or will be delayed;
- (b) payment of any such cost, which shall be included in the Project Cost.

After receiving this notice the Parties shall meet and discuss to agree upon the matters stated above. In case if the Parties are not able to reach an agreement on the same the matter may be referred to Arbitration in accordance with Clause 16.2.1.

CLAUSE 11

INDEMNITY AND INSURANCE

11.1 **Indemnity**

- 11.1.1 Subject to Clause 13.1.2, the Contractor shall be responsible for, and release and indemnify the ULB, ULB's Representatives on demand from and against, all liability for:

- (a) death or personal injury;
- (b) loss of or damage to property;
- (c) breach of statutory duty; and
- (d) actions, claims, demands, costs, charges and expenses, including legal expenses on an indemnity basis,

which may arise out of, or in consequence of, the Construction, the O&M Services or any other performance or non-performance by the Contractor of its obligations under this Agreement.

- 11.1.2 The Contractor shall not be responsible or be obliged to indemnify the ULB for any of the matters referred to in paragraphs (b), (c) or (d) of Clause 11.1.1 which arises as a direct result of the Contractor acting on the instructions of the ULB or ULB's Representatives.

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11.1.3 The ULB shall, indemnify, defend and hold harmless the Contractor and the Contractor's Representatives against any and all proceedings, actions, third party claim for loss, damage and expense of whatever kind and nature arising out of the defect in title and or the rights of the ULB in the and comprised in the Site.

11.2 Insurance

11.2.1 The Contractor shall, obtain and maintain from and after the Effective Date and throughout the Construction Period, at its cost, the policies of insurance set out in Annexure 7 in the minimum coverage amounts set forth therein and during the period mentioned therein; provided, however, that such minimum amount may be changed from time to time with the written consent of the ULB, which consent shall not be unreasonably delayed or withheld.

11.2.2 If the Contractor fails to effect and keep in force the insurance referred to in Annexure 7 then the ULB may effect and keep in force any such insurances and pay such premium as may be necessary for that purpose.

CLAUSE 12

FORCE MAJEURE

12.1 Force Majeure Event

12.1.1 A "**Force Majeure Event**" means any act, event or circumstance or a combination of acts, events or circumstances or the consequence thereof, which is:

- (a) beyond the reasonable control of any Party ("**Affected Party**");
- (b) such that the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence; and
- (c) such that it has a Material Adverse Effect on the Project.

12.1.2 A Force Majeure Event means any of the following events and circumstances to the extent that they satisfy the conditions set out in Clause 12.1.1:

- (a) Non-Political Force Majeure Events
 - (i) acts of God including storm, tempest, cyclone, hurricane, tsunami, flood, whirlwind, lightning, earthquake, washout, soil erosion, volcanic eruption, or extreme adverse weather or environmental conditions or actions of the elements, affecting the Construction; or
 - (ii) fire or explosion caused by reasons not attributable to the Contractor, the Contractor Related Parties or the Contractor's Representatives chemical or radioactive contamination or ionizing radiation; or
 - (iii) epidemic or plague.
- (b) Political Force Majeure Events
 - (i) hostilities (whether declared as war or not), riot, civil disturbance, revolution, rebellion, insurrection, act of terrorism; or
 - (ii) invasion, armed conflict, coup d'etat, act of foreign enemy, blockade, embargo, revolution, insurgency, nuclear blasts/explosion, politically motivated sabotage, religious strife or civil commotion; or

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- (iii) strikes, lockout, boycotts or other industrial disputes which are not directly attributable to the actions of the Affected Party; or
- (iv) except to the extent that they constitute remedies or sanctions lawfully exercised by the ULB as a result of any breach of any Applicable Laws or Applicable Permits by the Contractor or the Contractor Related Parties or the Contractor's Representatives, or in the case of a national emergency, any action of the ULB whether by positive act, omission or otherwise or other exercise of a sovereign or executive prerogative by the ULB or any Government Authority that results in expropriation, creeping expropriation, nationalization or compulsory acquisition of any property, revenues, assets or rights (present or future, actual or contingent) of the Contractor and acts claimed to be justified by executive necessity, pursuant to which or as a result of which the Contractor is deprived, wholly or in part, of their direct or indirect rights or entitlements under this Agreement;
- (v) issuance or withdrawal of or failure to renew any Applicable Permits by the Government Authority, provided the Contractor is in compliance with Applicable Laws and has fulfilled all conditions attached to Applicable Permits;
- (vi) issuance or withdrawal of or failure to issue visa to the Contractor Related Parties or the Contractor's Representatives to visit India to execute the Project, provided the Contractor is in compliance with Applicable Laws;

12.1.3 If the Parties are unable to agree in good faith on the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the provisions of Clause 18, provided however that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

12.2 **Notice of Force Majeure Event**

The Affected Party shall give notice to the other Party in writing of the occurrence of a Force Majeure Event ("**FM Notice**"), as soon as it arises or as soon as reasonably practicable and in any event within ten (10) Days after the Affected Party knew of its occurrence, the adverse effect it has or is likely to have on the performance of obligations under this Agreement, the actions being taken in accordance with Clause 14.6 and an estimate of the period of time required to overcome the Force Majeure Event and/or its nature and effects, if such estimate is possible.

If, following the issue of the FM Notice, the Affected Party receives or becomes aware of any further information relating to the Force Majeure Event, it shall submit such further information to the other Party as soon as reasonably practicable. Any party claiming to have been affected by a Force Majeure Event shall not be entitled to any relief unless it has complied with the provisions of this Clause 14.2.

12.3 **Performance Excused**

The Affected Party, to the extent rendered unable to perform its obligations or part thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of such obligations provided that the period shall not exceed ninety (90) Days for a Non-Political Force Majeure Event or a Political Force Majeure Event from the date of the FM Notice. The Parties may mutually agree to extend the period of excuse from performance, in the event that a Non-Political Force Majeure Event has occurred. Notwithstanding the above: (a) the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure

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Event; and (b) nothing contained in this Clause 14.3 shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

12.4 **No Liability for Other Losses**

12.4.1 Save and except as expressly provided in this Clause 14, neither Party shall be liable in any manner whatsoever to the other Party in respect of any Loss relating to or arising out of the occurrence or existence of any Force Majeure Event or the exercise by it of any right pursuant to this Clause 14.

12.5 **Allocation of costs arising out of Force Majeure**

12.5.1 Upon the occurrence of any Force Majeure Event prior to the SOD:

- (a) for a Non-Political Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof; and
- (b) for a Political Force Majeure Event, the ULB shall compensate the Contractor for any costs directly incurred as a result of such Political Force Majeure Event. This obligation to compensate shall continue only for the period that the Political Force Majeure Event subsists, provided that this obligation shall not exceed ninety (90) Days from the date of issuance of the FM Notice.

12.5.2 Upon the occurrence of a Force Majeure Event after the SOD for a Non-Political Force Majeure Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any costs thereof.

12.6 **Resumption of Performance**

During the period that a Force Majeure Event is subsisting, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under this Agreement. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

12.7 **Termination Due to Force Majeure Event**

12.7.1 If prior to the completion of the (ninety) 90 Day period, or any extended period, commencing from the date of issuance of the FM Notice, the Parties are of the reasonable view that:

- (a) a Non-Political Force Majeure Event is likely to continue beyond such (ninety) 90 Day period or any extended period agreed in pursuance of Clause 14.3; or
- (b) that it is uneconomic or impractical to restore the affected Project, then the Parties may mutually decide to terminate this Agreement, which termination shall take effect from the date on which such decision is taken.

12.7.2 Without prejudice to the provisions of Clause 14.7.1, the Affected Party shall, after the expiry of the period of ninety (90) Days or any other mutually extended period, be entitled to forthwith terminate this Agreement in its sole discretion by issuing a notice to that effect.

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On termination of this Agreement pursuant to this Clause 14.7.2, the consequences of termination set out in Clause 16.6, except Clause 16.6 (b) and (d), shall apply.

- 12.7.3 In the event of a termination of this Agreement as a result of a Non-Political Force Majeure Event in accordance with the provisions of Clause 14.7.2, the ULB shall make the Termination Payment to the Contractor in accordance with Clause 17.3.
- 12.7.4 Upon occurrence of a Political Force Majeure Event, the Contractor shall, at its discretion, have the right to terminate this Agreement forthwith after the completion of the period of ninety (90) Days.
- 12.7.5 Upon termination by the Contractor under Clause 14.7.4, the ULB shall pay the Termination Compensation to the Contractor in accordance with Clause 17.2. Only for the purpose of determination of the Termination Compensation payable by the ULB, a Political Force Majeure Event that results in a termination pursuant to this Clause 14.7.6 shall be treated as an 'ULB Event of Default'.
- 12.7.6 All the other consequences of termination set out in Clause 16.6, except Clauses 16.6 (b) and (d), shall apply.

CLAUSE 13

EVENTS OF DEFAULT

13.1 "**Event of Default**" means a Contractor Event of Default or an ULB Event of Default or both, as the context may admit or require.

13.1.1 Contractor Event of Default

"**Contractor Event of Default**" means any of the following events arising out of any acts or omissions of the Contractor and which have not occurred as a consequence of any ULB Event of Default, a Change in Law, or a Force Majeure Event and where the Contractor has failed to remedy the defects specified in the Preliminary Notice issued in accordance with Clause 16.1.2:

- (a) the breach by the Contractor of its obligations under this Agreement which materially and adversely affects the performance of the Construction;
- (b) any representation made or warranty given by the Contractor under this Agreement is found to be false or misleading;
- (c) failure of the Contractor to obtain and maintain valid Performance Bank Guarantee;
- (d) the Contractor entering into liquidation or similar state or if any order is made for the compulsory winding up or dissolution of the Contractor or if the Contractor becomes unable to pay its debts or the appointment of a receiver or administrator in respect of the Contractor, its business and assets or any re-structuring, re-organisation, amalgamation, arrangement or compromise affecting the Contractor's ability to fulfill its obligations under this Agreement or that otherwise has or may have a Material Adverse Effect;

13.1.2 ULB Event of Default

"**ULB Event of Default**" means any of the following events, unless such event has occurred as a consequence of the Contractor Event of Default, a Qualifying Change in Law, a Fundamental Change in Law or a Non-Political Force Majeure Event and where the ULB has failed to remedy the defects specified in the Preliminary Notice issued in accordance with Clause 17.2.2:

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- (a) any representation made or warranty given by the ULB under this Agreement is found to be false or misleading;

CLAUSE 14

REMEDY OF DEFAULTS AND TERMINATION PROCEDURE

14.1 Termination for Contractor Event of Default

- 14.1.1 Without prejudice to any other right or remedy which the ULB may have in respect thereof under this Agreement, upon occurrence of a Contractor Event of Default, other than defaults mentioned in Clause 13.1.1(a), (b) and (c), the ULB shall, be entitled to terminate this Agreement in the manner as provided in Clause 14.1.2.
- 14.1.2 The ULB shall issue a Preliminary Notice to the Contractor providing twenty (20) Days to cure the underlying Event of Default. If, however the Contractor fails to cure the underlying Event of Default within such further period allowed, the ULB shall be entitled to terminate this Agreement by issuing a Termination Notice and to invoke the Performance Bank Guarantee.
- 14.1.3 In case of Contractor Event of Default under Clause 13.1.1(d), the ULB shall, be entitled to terminate this Agreement forthwith by issuing a Termination Notice.

14.2 Termination for ULB Event of Default

- 14.2.1 Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon occurrence of an ULB Event of Default, the Contractor shall be entitled to terminate this Agreement by issuing a Termination Notice.
- 14.2.2 The Contractor shall issue a Preliminary Notice to the ULB providing forty five (45) Days to remedy/cure the underlying Event of Default. If, however the ULB fails to remedy/cure the underlying Event of Default within such further period allowed, the Contractor shall be entitled to terminate this Agreement.

14.3 Termination Notice

The Termination Notice shall set out the following:

- (a) the underlying Event of Default, in sufficient detail;
- (b) the Termination Date;
- (c) the Termination Compensation as calculated in accordance with Clause 17; and
- (d) any other relevant information.

14.4 Obligation of the Parties

Following issue of the Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- (a) any Termination Compensation is paid to the Contractor in accordance with Clause 15.

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14.5 **Withdrawal of Termination Notice**

Notwithstanding anything contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before termination occurs, the Termination Notice shall be withdrawn by the Party which had issued it, provided however that the Party in breach shall compensate the other Party for any direct costs occasioned by the Event of Default.

14.6 **Consequences of Termination**

Upon termination of the Agreement, the ULB shall:

- (a) take possession and control of the Composite Modular Toilet Stalls, Community/Public Toilets;
- (b) take possession and control of any materials, construction plant, implements, stores etc. on or about the Site;
- (c) restrain the Contractor and any Person claiming through or under the Contractor from entering the Site; and
- (d) forfeit the Performance Bank Guarantee only in case of a Contractor Event of Default.

14.7 **Accrued Rights and Liabilities**

Notwithstanding anything to the contrary contained in this Agreement, any termination of this Agreement pursuant to its term shall be without prejudice to accrued rights of either Party including its right to claim and recover damages and other rights and remedies which it may have in law or contract. All accrued rights and obligations of either Party under this Agreement, including, all rights and obligations with respect to Termination Compensation, shall survive the termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

CLAUSE 15

COMPENSATION ON TERMINATION

15.1 The Termination Compensation payable by the ULB to the Contractor upon termination of this Agreement, during the Construction Period, shall be the amounts, if any, due to the ULB from the Contractor under the provisions of this Agreement less the amount realised, if any, from the insurance proceeds.

15.2 **Payment of Termination Compensation**

15.2.1 The Termination Compensation pursuant to this Agreement shall become due and payable to the Contractor by the ULB within thirty (30) Days of a demand being made by the Contractor with the necessary particulars duly certified by an independent auditor. It is clarified that the Termination Compensation shall be paid by the ULB only upon transfer of the Project in accordance with Clause 18.

15.3 **Full and Final Settlement**

Any Termination Compensation determined pursuant to this Clause 15 shall, once paid, be in full and final settlement of any claim, demand and/or proceedings of the Contractor against the ULB, in

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relation to any termination of this Agreement and the Contractor shall not have any other rights and remedies in respect of such termination.

CLAUSE 16

DISPUTE RESOLUTION

16.1 Amicable Settlement

In the event of a Dispute either Party may give the other written notice at any time of a Dispute having arisen ("**Notice of Dispute**"). The Notice of Dispute shall set out brief details of the nature of the Dispute.

The Parties agree that they will endeavour to resolve any Dispute amicably and in good faith within fifteen (15) Days of a Notice of Dispute being served by one Party on the other Party in respect of that Dispute. In the event that resolution of the Dispute is reached pursuant to this Clause 18.1, the resolution and its terms shall be recorded in writing and signed by one representative of each of the Parties.

16.2 Dispute Resolution by Arbitration

16.2.1 Failing amicable settlement and/or settlement of a Dispute pursuant to the provisions of Clause 18.1, each of the Parties unconditionally and irrevocably agrees:

- (a) to the submission of such Dispute to binding arbitration governed by the Arbitration and Conciliation Act, 1996, by appointment of a sole arbitrator ("**Arbitrator**"). Any arbitration proceedings commenced pursuant to this Clause 16.2 shall be referred to as the Arbitration ("**Arbitration**");
- (b) not to claim any right it may have under the laws of any jurisdiction to hinder, obstruct or nullify the submission of the Dispute to the Arbitration; and
- (c) to accept the award rendered by the Arbitrator and any judgement entered thereon by a court of competent jurisdiction as final and binding and not to hinder, obstruct or nullify the enforcement or execution of any award rendered by the Arbitrator or court of competent jurisdiction.

16.3 Place of Arbitration

The place of the Arbitration shall be Chennai.

16.4 English Language

The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings pursuant to the Arbitration shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

16.5 Enforcement of the Arbitral Award

Any decision or award resulting from Arbitration ("**Award**") shall be final and binding upon the Parties. The Parties hereto, hereby waive, to the extent permitted by Applicable Laws, any rights to

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appeal or to review of such Award by any court or tribunal. The Parties hereto, agree that the Award may be enforced against the Parties to the Arbitration proceeding or their assets, wherever they may be found, and that a judgement upon the Award may be entered in any court having jurisdiction thereof.

16.6 Fees and Expenses

The fees and expenses of the Arbitrator and all other expenses of Arbitration shall be initially borne and paid by the respective Parties, subject to determination by the Arbitrator. The Arbitrator may provide in the Award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the Arbitration claim, including legal fees and expenses incurred by such Party.

16.7 Performance during Arbitration

Pending the submission of and/or decision on a Dispute or until the Award is published, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with such Award, unless this Agreement stands terminated. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the Award in any Arbitration proceedings hereunder.

CLAUSE 17

REPRESENTATIONS AND WARRANTIES

17.1 The Contractor represents and warrants to the ULB that:

- (a) it is duly organised, validly existing and in good standing under the laws of India and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) it has taken all necessary actions to authorise the execution, delivery and performance of this Agreement;
- (d) this Agreement constitutes the legal, valid and binding obligation of the Contractor, enforceable against it in accordance with the terms hereof;
- (e) there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement;
- (f) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (g) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and the Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

17.2 The ULB represents and warrants to the Contractor that:

- (a) it is duly organized, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (c) it has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

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- (d) this Agreement constitutes the legal, valid and binding obligation of the ULB, enforceable against it in accordance with the terms hereof; and
- (e) there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Agreement.

17.3 In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

CLAUSE 18

TRANSFER ON TERMINATION OR EXPIRY OF THIS AGREEMENT

18.1 General Scope of Transfer/Payment

The transactions to be consummated and the formalities to be completed by the Parties on the Transfer Date are set out in Clauses 18.2 and 18.3.

18.2 Contractor's Obligations

The Contractor shall:

- (a) hand over peaceful possession of the Site and the Composite Modular Toilet Stalls, Community/Public Toilets free of Encumbrances;
- (b) hand over to the ULB all documents such as manuals and records relating to O&M of the Composite Modular Toilet Stalls, Community/Public Toilets;
- (c) provide the ULB exclusive right to use the technology and know-how relating to O&M of the Composite Modular Toilet Stalls, Community/Public Toilets;
- (d) transfer to the ULB all such Applicable Permits, if any, which the ULB may require and which can be legally transferred;
- (e) remove within ten (10) Days from expiry of the Agreement or upon termination of this Agreement, from the Site, any moveable assets that are not taken over by or not to be Transferred to the ULB in terms of the provisions of this Agreement;

18.3 Inspection and Cure

Not earlier than fifteen (15) Days before the Expiry Date but not later than thirty (30) Days before such Expiry Date, or in case of earlier termination of this Agreement, immediately upon but not later than ten (10) Days from the date of issue of Termination Notice, the Independent Consultant, shall verify, in the presence of Contractor's Representatives, fulfillment of the obligations set out in Clause 18.2 by the Contractor in relation to the Project. In the event that the Independent Consultant determines that any such obligations have not been adequately fulfilled, it shall inform the Parties and the Contractor shall cure such shortcomings at its own cost.

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CLAUSE 19**MISCELLANEOUS PROVISIONS****19.1 Survival of Obligations**

Any cause or action which may have occurred in favour of either Party or any right which is vested in either Party under any of the provisions of this Agreement, as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry of the term of this Agreement by efflux of time or otherwise in accordance with the provisions of this Agreement, shall survive the expiry of this Agreement.

19.2 Entire Agreement

The Parties hereto acknowledge, confirm and undertake that this Agreement constitutes the entire understanding between the Parties regarding the Project and supersedes all previous written and/or oral representations and/or arrangements regarding the Project.

19.3 Clauses to Survive Termination

The provisions of this Agreement, to the fullest extent necessary to give effect thereto, survive the term of this Agreement/the termination of this Agreement and the obligations of Parties to be performed/discharged following the termination of this Agreement, shall accordingly be performed/discharged by the Parties.

19.4 Non-exhaustive Remedies

19.4.1 Save and except as provided in this Agreement, the remedies available to the Parties under this Agreement are not exhaustive and Parties shall be entitled to all other rights and remedies and to take all actions in law and in equity in addition to the remedies provided for herein.

19.4.2 Save and except as provided in this Agreement, the exercise of any rights by either Party under this Agreement, shall not preclude such Party from availing any other rights or remedies that may be available to it under this Agreement or under the other Project Agreements. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

19.5 Notices

19.5.1 Any notice or request in reference to this Agreement shall be written in English language and shall be sent by registered airmail or facsimile and shall be directed to the other Party at the address mentioned below:

ULB:

Attention: *(Name of the designated official)*

Address

Tel:

Fax:

Email:

Contractor:

Attention: : *(Name of the designated official)*

Signature of the Tenderer

Address:

Tel:

Fax:

Email:

19.5.2 Any notice or demand served by registered airmail shall be deemed to be duly served 48 hours after posting and a notice or demand sent by facsimile shall be deemed to have been served at the time of its transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent by registered airmail, addressed and placed in the post and in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred above.

19.5.3 Each Party may change the above address by prior written notice to the other Party.

19.6 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India.

19.7 **Counterparts**

This Agreement shall be executed in two counterparts, each of which, when executed and delivered, will be an original, and both counterparts together shall constitute one and the same instrument.

19.8 **Confidentiality**

19.8.1 No recipient Party shall, without the prior written consent of the disclosing Party, at any time divulge or disclose or suffer or permit its representatives to divulge or disclose to any person or use for any purpose unconnected with the Project any Confidential Information during the Construction Period and for a period of 3 years after the expiry or termination of this Agreement, except to its representatives officers, directors, advisors, employers, agents and Associates who have a legitimate need to know the Confidential Information in order to perform their duties relating to this Agreement.

19.8.2 This Clause 19.8.2 shall not apply to Confidential Information:

- (a) at the time of disclosure or thereafter has become part of public knowledge or literature without a breach of this Agreement;
- (b) is already in the possession of the Party receiving such Confidential Information before it was received from any other Party and which was not obtained under any obligation of confidentiality from the party which disclosed such information;
- (c) was obtained from a third party, other than one disclosing it on behalf of a party who was free to divulge the same and who was not under any obligation of confidentiality in relation to such Confidential Information to party, which disclosed the information;
- (d) is disclosed by the Contractor any actual or bona fide potential Shareholders, investors or bankers and their professional advisers of the Contractor;
- (e) is required to be disclosed pursuant to any legal and mandatory requirement of any court, legislative or administrative body or any Government Authority, or the rules of any applicable stock exchange;
- (f) is disclosed by the Contractor to its Associates or the permitted assignees and transferees of the same;
- (g) is disclosed by the Contractor to Contractor Related Party, sub contractor or supplier of goods and services of or to the Contractor;

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- (h) is disclosed to actual prospective insurers, re-insurers and insurance brokers;
- (i) is disclosed to any professional advisors or consultants of any persons to whom a party is entitled to disclose Confidential Information under this Clause 19.8.2;
- (j) is disclosed to any Person in connection with Clause 16;
- (k) is independently developed by the receiving Party without reliance on the Confidential Information disclosed by the disclosing Party; or
- (l) is disclosed to any Government Authority or any other body in any relevant jurisdiction in connection with the obtaining of renewal of any approval, licence, permit or consent required hereunder or for the Project.

It is clarified that the Party making a disclosure of Confidential Information pursuant to (d) and (f) to (i) (inclusive) above shall ensure that any Person to whom it makes such disclosure undertakes to hold such Confidential Information subject to obligations of confidence equivalent to those set out in Clause 19.8.

19.8.3 A Party making a disclosure of Confidential Information pursuant to Clause 19.8.1 shall:

- (a) at the time of making such disclosure inform its representatives and Associates of their obligation of confidentiality pursuant to this Agreement and ensure their compliance; and
- (b) be liable for any breach of such obligations by such representatives and Associates.

19.8.4 In the event that a Party is required or requested to make a disclosure of Confidential Information referred to in Clause 19.8.2 (e), such Party shall prior to such disclosure to the extent permissible by Applicable Law use its best efforts to promptly notify the disclosing Party or its Associate so that appropriate protection order and/or other action can be taken if possible. In the absence of such a protection order restricting disclosure, the party required to make such disclosure may disclose only that portion of the Confidential Information which it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information.

19.8.5 The recipient Party agrees that it, its Associates and representatives shall, upon request by the disclosing Party promptly:

- (a) return, and use all reasonable endeavours to procure that any third party to whom the recipient Party has disclosed the Confidential Information pursuant to this Agreement shall return, all the Confidential Information that is in tangible form, including, without limitation, Confidential Information contained on computer disks or other electronic storage media or devices, furnished, together with any copies or extracts thereof; and
- (b) destroy, and use all reasonable endeavours to procure that any third party to whom the recipient Party has disclosed the Confidential Information pursuant to this Agreement shall destroy, all analyses, compilations, studies or other documents which have been prepared and which reflect or refer to any Confidential Information, provided that the recipient Party shall be entitled to retain such Confidential Information which forms part of the permanent records of the recipient Party or its Associates and which was prepared for the purposes of the review or decision-making process of the recipient Party or such Associates and/or which the recipient Party or its Associates is required to retain by law or the rules of any Government Authority if it continues keep such Confidential Information confidential in accordance with this Agreement.

19.10 Amendments

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19.10.1 Any provision of this Agreement, including the Technical Specifications, Design Build Standards and the O&M Standards may be amended, supplemented or modified only by an agreement in writing signed by the Parties.

19.10.2 Either Party may at any time request the other to enter into discussions to review the operation of any part of this Agreement and, but without commitment by either Party, to determine whether it should be amended by mutual agreement provided that, unless there is such mutual agreement, the provisions of this Agreement, as then most recently, if at all, amended, shall continue to apply whatever the outcome of any such discussions or review and whether or not any such discussions or review take place.

19.11 Waivers and Consents

19.11.1 Any provision or breach of any provision of this Agreement may be waived before or after it occurs only if evidenced by an agreement in writing signed by the Parties.

19.11.2 Any consent under or pursuant to any provision of this Agreement must also be in writing and given prior to the event, action or omission for which it is sought.

19.11.3 Any such waiver or consent may be given subject to any conditions thought fit by the Person giving it and shall be effective only in the instance and for the purpose for which it is given.

19.12 Severability

19.12.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will, in any way, be affected or impaired and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

19.12.2 The Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for any such invalid, illegal or unenforceable provision and which are satisfactory to the Contractor and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties.

19.13 Costs and Expenses

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed and delivered as an agreement by the Parties the day and year first before written and in accordance with laws of India

<i>[insert name of ULB]</i>	[CONTRACTOR]
Witnessed by	Witnessed by

Signature of the Tenderer

ANNEXURE 1

TECHNICAL SPECIFICATIONS FOR COMPOSITE MODULAR TOILET STALLS

(FOR ALL TYPES OF STALL DESIGNS MEN, WOMEN, ELDERLY, PHYSICALLY CHALLENGED AND CHILDREN)

Section A- Schedule of Technical Requirements

1. FOREWORD

1.1 This schedule is intended to cover in two parts i.e. A & B. Section -A intends to cover the technical requirements/provisions relating to materials, constructions and tests and does not include all the necessary provisions of the contracts. The Section B covers the Vendor evaluation ie infrastructural, testing and quality control facilities required to manufacture the composite modular toilet.

This schedule draws reference to some of the relevant specifications. Latest version of these specifications shall be taken as reference.

1.2 The CMA intends to deploy composite modular toilet stalls, of western commode or Indian squat-pan types, the quantity and configuration that is men (MT), women (WT), elderly (EPT), physically challenged (EPT), independent children (ICT) and dependent children, (DCT) depending on site requirements. If a single toilet is deployed it will necessary has to be a EPT as it is Universal. If more than one stall is deployed it will have a mandatory one EPT and the others can be MT, WT or CT depending on requirement.

- Toilets should be ready to install at site on delivery resulting in lower manpower input and quick deployment across the State.
- Reduction in weight of stalls compared to the conventional masonry toilets.
- To provide for a clean, odourless, hygienic and aesthetically pleasing toilet.
- To have a toilet which is easy to clean and maintain.
- To enable use of materials in toilets which provide for
 - o Good impact resistance
 - o High specific stiffness
 - o Toilets should have long life with easy maintainability.
 - o Stall should have concealed plumbing, electrical lines, vandal resistant fittings.

The tenderer has to manufacture the stall as per the drawing issued including material, colour and fitment specifications.

2. SCOPE

2.1 This specification indicate the requirements regarding the material of construction and it's properties, the quality of workmanship etc for the manufacture of the composite modular toilet stalls

3.0 GENERAL ARRANGEMENT

The relevant main assembly of the toilet unit is attached with.

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4.0 MATERIAL

4.1 The material shall consist of thermosetting polyester resin with suitable E-glass reinforcement and Poly Urethane rigid foam/fibre board or equivalent core material and required additives to achieve the required qualities.

4.2 PROPERTIES OF FINAL LAMINATE

The properties of the laminate shall be as per the values specified in Table-1.

TABLE-1

Minimum value required of the FRP laminates of modular toilet units

Sl.No	Description	SMC	Method of Test
1.	Specific gr.	1.4 to 1.6	ASTM D-792
2.	Tensile Strength - Min (N/mm ²)	<u>70</u>	IS:1998
3.	Tensile Modulus - Min (N/mm ²)	5000	IS:1998
4.	Hardness - Min Barcol	40	ASTM D-2583
5.	Cross Breaking Strength - Min	<u>100 Mpa</u>	IS 1998
6.	Resistance to impact test	Should not show crack Crazing or pores on the tested surface	ICF/MD/Spec-107 Annexure-A
7.	Fibre glass content By weight (w/w)-Min(%)	25% +/- 3%	IS: 13411 Annexure - A use forumal gives in Annexure - 1
8.	Water Absorption	<u>0.5 % (max)</u>	ASTM D-570
9.	Resistance to spread of flame	Class A or B	UIC 564-2 OR Appendix 4
10.	Resistance to stains for a) Acetone (for solid surface) b) Black tea	Should not show any visible change on surface	IS 2046
11.	Surface finish (by 60 ^o specular gloss meter)	Gloss value more than <u>65%</u>	ASTM-D-523
12.	Crack and Blister Test (Ink Test)	Shall not show any crack in the surface coat	ICF/MD/Spec-107 Annexure - B
13.	Colour fastness and Aging	No Effect	ASTM D-2565 & ASTM D-2244

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5.0 FABRICATION

The modular toilet unit shall be made by Spray Up technique with Cold moulding process to achieve double side high quality finish with unibody (single moulded unit) design of stall upto 6 ' height and only roof to be assembled separately.

The top surface is to be coated with superior quality PU Paint (A separate Spec. for painting is enclosed MDTS....)

5.1 WORKMANSHIP

The inner & outer surface of modular toilet shall be smooth and free from visual defects or any other surface defect such as delaminations, cavities, and discontinuities etc. The panel surface finish shall be glossy. The finished surface shall have superior abrasion resistance property. The supplier shall submit the composite panel sample of size 300mm x 300mm x 3mm for approval of colour shade, pattern and surface finish & also for testing in accordance with table-I by purchaser before commencing the manufacturing.

5.2 GEOMETRY

5.2.1 The dimensions of the modular toilet shall be as per relevant drawings.

5.3 ASSEMBLY

5.3.1 FASTENERS

The body and roof assembly of the Stall shall be assembled using stainless steel cross recessed head screws with adhesives at locations shown in the assembly drawing. Highquality pilfer resistant SS screws and Flat head Nutserts to be used for assembly of fittings. All fitment points post assembly to be covered complete for both aesthetic and pilfer resistance.

5.3.2 Assembled toilet stalls must meet the internal dimension tolerances as specified in the drawings. There should no damage to the surface in terms of cracks or deep scratches on the surface in course of assembly.

6.0 DIMENSION AND TOLERANCES

The dimensions and tolerances shall be as per relevant drawings.

7.0 SCOPE OF SUPPLY

The scope of supply shall include all the items shown in the respective general arrangement drawings.

7.1 TRANSPORT PIPE SYSTEM

All pipes and pipe connections should be provided with IS quality PVC pipes. The connection fittings of this system are completely leak-proof and made of non-corroding materials. It

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should be possible to isolate different circuits for repairs without complete dismantling. . Bracket for clamps should be bonded with structural adhesive. The repair of concealed pipelines can be done by means of removal of inspection cover given outside the stall.

7.2 WATER TAPS

All the water taps shall be of self-closing type. The tap shall be of high quality with aesthetic appearance and shall provide trouble free service. Anti-pilferage arrangement should be provided.

7.3 FLUSHING SYSTEM

Flushing valve provided shall be as per drawing. it shall be concealed and easy to operate. Flushing system is such that water jet is provided all around the squatting pan/commode so that perfect flushing is ensured.

7.4 WASH BASIN

Wash basin shall be as per design . It shall be made of high quality stainless steel to spec. No. AISI – 304 with mirror finish on the working surface. The wash basin outlet pipe diameter should be increased to 40mm dia and sharp bends should be avoided to eliminate the problem of choking of outlet pipe.

7.5 LAVATORY PAN

The lavatory squatting pan shall be of high quality ceramic and as per specification.

7.6 WESTERN COMMUNE

A ceramic commode shall be provided as per specification.

7.7 HANDLES

Stainless steel handles as per drawing of the specified stall and shall be provided at location as shown in the drawing.

7.8 COAT HOOKS

Single type stainless steel coat hooks as shown in the drawing.

7.9 LITTER BIN

May be provided as per relevant drawings for WT.

7.10 TOILET DOOR ASSEMBLY

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Toilet door assembly shall be as per relevant drawing with integral composite louvers or it can be made with externally SS/aluminium louver with proper frame as specified.

7.11 LIGHT FITTINGS

- 7.11.1 LED light fittings as per drawing shall be provided at location as specified in drawing. The cover of the LED light should be vandal resistant.
- 7.11.2 The LED light is to be solar powered with minimum 12 + 12 hour proper back up batteries.
- 7.11.3 The lighting has to be controlled by ambient and motion sensor so that it recognizes day light condition and switches on immediately when a person enters the stall when light is required irrespective of time. The sources and quality shall be ascertained from tenderers before commencing mass supplies.
- 7.11.4 The modular toilet stall shall be supplied in pre-wired condition for lights and sensors. The cables and wiring fittings shall be procured as per IS spec

8.0 Solar panel shall be as per specifications.

9.0 VENDOR APPROVAL

- 9.1 The vendors shall have all the facilities mentioned in section B of this STR.
- 9.2 Any vendor who desires to supply modular toilet stall to CMA must manufacture prototype toilets as per laid down drawings. The type tests on samples as per the requirements of specification will be carried out. Field trials should be done for 120 days minimum and approval will be given after satisfactory results.

10.0 QUALITY CHECK BY THE MANUFACTURER

- 10.1. Rigorous internal inspection of the modular toilets shall be carried out by the manufacturer. Records of all internal inspection shall be maintained and put up to the inspecting authority. Records should be preserved for the complete duration of the warranty.
- 10.2. 100 % of the modular toilet unit shall be visually examined for conformity as per clause 5.1.
- 10.3. Dimensional checks as per clause 5.2.1 shall be carried out on 100 % of the lot.
- 10.4. Test specimens of size 300 mm long and 300 mm wide should be cut out from composite components at the location of toilet seat for each nominal thickness from every fabricated modules for carrying out all test. The test results should meet the laid down requirements in table-1.

11.0 INSPECTION

- 11.1 Inspection of modular toilets shall be done by Independent Consultants/ officials at the firm's premises.

12. MARKING

The following details should be embedded on each lavatory module at the location as per drawing:

- (a) Name of Manufacturer.

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(b) Year of manufacturing

13. WARRANTY

- 13.1 The warranty period shall be one year for the following items from the date of installation of the composite modular toilet unit for functioning of the following items:
1. Composite structure of Modular toilet stall such as bottom tray top & side wall panels and outside wash basin panels & door.
 2. Squatting Pan
 3. SS Wash basin
 4. SS Handles
 5. All fittings
 6. Light and all accessories including solar panel and batteries
- 13.2 The warranty period shall be six months from the date of installation of the Composite Modular toilet stall for functioning of the following items:
1. Flush Valve
 2. Gravity type spring loaded water tap
 3. Door handle and lock

SECTION-B

REQUIREMENTS OF INFRASTRUCTURE FACILITIES TO MANUFACTURE MODULAR TOILET STALLS

1. SCOPE

- 1.1 This Section covers the infrastructural requirements for manufacture of composite Modular Stalls.

2. REQUIREMENTS

- 2.1 All vendors seeking to supply to CMA must fulfill the requirements of this schedule.

3. PLANT, MACHINERY AND INFRASTRUCTURE REQUIREMENTS

The manufacturer's shall have adequate space and covered area of (min.) 7000 Sq. ft. cemented floor to accommodate the following.

1. Damp free place for storage of powder, chemicals Reinforcements and other raw materials including bought out items.
2. Independent manufacturing areas for various components.
3. The manufacturer should have one Gel Coating Machine for coating the mould surface.
4. The manufacturer should have one Spray Up/ Chopper equipment for dispensing Mat and Resin in correct proportion.
5. The manufacturer shall have 1 metre width SMC Compacting machining to meet in a controlled temperature, dust and humidity controlled area. The temperature should be maintained at 26+20. Humidity should be below 500.

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6. Min.One 200T Cap. Hydraulic. Press for manufacturing inspection panels.
7. One 150T Cap. Hyd. Press for Producing Test laminates / Smaller Components.
8. The painting is to be done in a booth system with controlled temperature, dust and humidity.
9. Manufacturer shall have at least one drilling machine with provision for drilling, different dia holes and at least two portable hand grinders for finish grinding of components.
10. Manufacturer shall have one number air compressor of minimum capacity 126 Cfm, 25 to 30HP with Air dryer attachment.
11. The manufacturer seeking approval shall have at least one number die/moulds for each item.
12. Proper weighing facilities for measuring various raw material constituents should be available. One electronic weighing balance of minimum 10 mg. accuracy and one mechanical weighing balance of 100kg. capacity and 0.2% accuracy shall be available.
13. It must be ensured that the weighing machines are calibrated regularly and frequency of calibration should be specified.

4. TESTING FACILITIES

- 4.1 The manufacturer shall have one tensile testing machine of 2.5MT capacity having a least-count of 2.0 Kg with adequate speed of testing required for components.
- 4.2 The firm shall have one Barcol impressor (Model No.934-1) for conducting hardness test.
- 4.3 The firm shall have electronic balance (least count - 0.001 gm) with density determination kit.
- 4.4 The firm should ensure that arrangements are available for resistance to impact test.
- 4.5 The firm should ensure that the arrangements are available for measuring water absorption percentage.
- 4.6 One muffle furnace (8000°C) with digital temperature controller and indicator required for glass content determination should be available.
- 4.7 Bunsen burner and necessary stand/holder required for flame test should be available.
A hot plate for boiling water test of FRP shall also be available.
- 4.8 The manufacture shall have at least 3 Nos. of silica crucible of 4" size for glass content test and two Nos. of glass desiccators. Other glassware like beakers, watch plate, funnel etc. should also be available.
- 4.9 The firm must ensure that the measuring instruments like steel scales (300, 600 & 1000mm), and vernier calipers (0-200mm) are available.
- 4.10 The manufacturer shall have test sample preparation arrangements like vice, cutter, polishing files etc. for preparation of various samples for tests for tensile strength, hardness, specification gravity etc.
- 4.11 All measuring and checking gauges for different components of the modular toilet to ensure the dimensions as per drawings should be available.
- 4.12 Digital Gloss meter with 60 deg. gloss head as per IS:101 (Part-4/Section-4)-1998 to measure gloss value of the surface, of the FRP products shall be available.
- 4.13 Manufacturer shall have at least one number flow cup B-4 (Ford) and VISCO meter for measuring the viscosity of Resin.
- 4.14 Manufacturer shall have necessary arrangement for measuring the gel time for resin like beakers, pipette, conical flask etc.
- 4.15 Manufacture shall have one number stopwatch.

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- 4.16 Manufacturer shall have one number Lab stirrer for mixing the different chemicals & filters.
 4.17 Jigs & fixtures for conducting load test, tensile test etc. should be available.

5 QUALITY CONTROL REQUIREMENTS

- 5.1 The manufacturer shall have their own valid ISO:9000 series certification for the product for which the approval is sought.
 5.2 There should be the system to ensure 'first-in first-out' for all raw materials and intermediate stages to finish products.
 5.3 It should be ensured that there is a Quality Assurance Plan for the product detailing the following various aspects:
 - Organisation chart
 - Process flow chart
 - Stage inspection details from raw materials stage to finish product stage
 - Various parameters to be checked and level of acceptance of such parameters indicated and method to ensure control over them.
 - Disposal system of rejected raw material and components.
- 5.4 The quality manual of the firm for ISO:9000 should clearly indicate the control over manufacturing at every stage and testing of the said product.
 5.5 It should be ensured that proper analysis is being done on monthly basis to study the rejection at various stages of production and is documented.
 5.6 There shall be at least one graduate degree holder person in relevant technology with field experience of at least five years or diploma holder with field experience of ten years on polymers for regular production and quality control.
 5.7 Latest version of all the relevant specification IS, BS, ISO, ASTM, UIC, standards/specifications and drawings with latest alterations should be available with the firm.
 5.8 The firm shall have a system for traceability of the raw materials used, especially the liquid resins. Each drum of the resin shall be traced to a finished product. Similarly each finished product shall be traced back to the drum of resin from which it was manufactured.

6. DOCUMENTATION

Firm shall maintain following documents/records:

- 6.1 A well documented Quality Plan.
 6.2 Incoming raw material register with TC reference of supplier and for internal test results.
 6.3 Stage inspection results including finished products results.
 6.4 Records of internal rejection and its analysis vis-a-vis action plan.
 6.5 Records of final products inspection by external agencies and case analysis as well as action taken thereof.
 6.6 Records for maintenance of dies/moulds.
 6.7 Ensure that proper systems are available for dealing with customer complaint.

7. TRAINING

- 7.1 Training needs should be identified for all concerned officials and regular training shall be organised and imparted on maintenance of machines, quality assurance, safety parameters etc.

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Solar Lighting:**Solar Based LED Lighting system with Integrated PIR Motion Sensor Components of the System:-**

1. Solar Panel – 20Wp. – 1 nos.
2. MPPT Charge Controller with integrated Dusk to Dawn operation 12V/10A-1 No.
3. 12Ah Sealed Maintenance free battery. – 1 nos.
4. Custom Designed 3W LED Spotlight with CREE XPE LEDs. – 1 nos.
5. PIR Motion Sensor – 1 nos.
6. Custom Controller Board for lighting control based on Motion Detection – 1 No

Working of the System:

The Solar subsystem consists of Solar panel, MPPT Charge Controller and Battery. The MPPT controller is the brains behind the working of the system. It checks the battery voltage and if the voltage is below the required preset level it charges the battery using the Solar Power. When the batteries are fully charged it automatically cuts off to prevent over charging of the battery. The MPPT controller also performs another valuable function which is Dusk to Dawn control.

Based on the voltage received from the Solar Panel, it is able to detect whether the light level is low and switch on the output load. Again when the light level crosses the threshold value in the morning, it will switch off the output automatically.

The lighting sub system gets its power from the MPPT charge controller. There is a PIR Motion sensor installed inside the toilet. Once the sensor detects movement, it automatically sends a signal to the control board which in turn switches on the LED light. The system is designed such that the light remains on for a period of 2 minutes from each time motion is detected. Hence if there is continuous motion inside the toilet each time the counter is reset to ensure that the light glows for at least 2 minutes.

Once there is no motion detected for a period exceeding 2 minutes the system automatically switches off the LED light.

Maintenance of the system:

1. Every 30 days it is mandatory to clean the glass on the Solar panel with a wet cloth to remove all dust and any other foreign particles that may have settled on the Solar Panel. A clean Solar panel

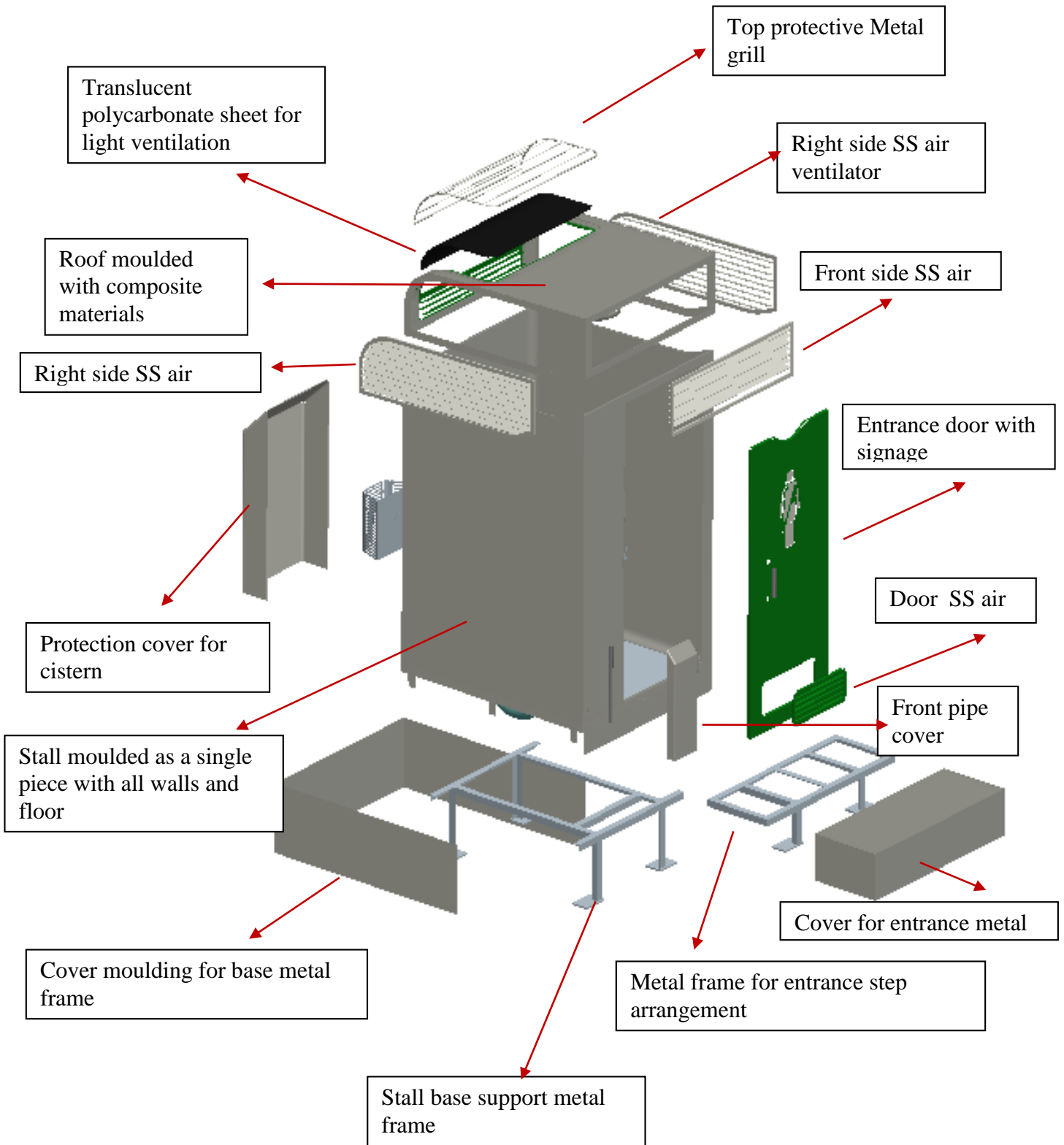
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is essential for efficient charging of the battery and is also critical for the system to perform as per the design.

2. Inspection of the bottom surface of the light once a quarter to check if there is any accumulated dust or dirt. This can be wiped clean with a cloth.

All other components of the system are not designed to be cleaned or serviced in the field.

Overall Toilet - Exploded view



ANNEXURE 3
PAYMENT TERMS

Schedule of Payment

1	Against supply of materials for toilets, hand wash unit etc., required for the project	50% of the quoted construction cost
2	Upon completion of toilets including auxiliary as specified by the project	30 % of the quoted construction cost
3	Immediately after commissioning	20% of the quoted construction cost

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ANNEXURE 4
DETAILS OF THE SITE

[to be inserted]

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ANNEXURE 5

FORM OF BANK GUARANTEE

BY THIS GUARANTEE dated the [●] day of [●] 2013 (the “Guarantee”)

[*Please insert the name of the ULB*], constituted under the [*please insert name of the statute*], being a [*please insert the address*] and represented by its [____], duly authorised on its behalf (hereinafter referred to as the "ULB" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of One Part; and

and

[●] whose registered office is situated at [●] (the “Guarantor”).

Whereas

- (A) By a contract agreement dated on or about the date of this Guarantee (and referred to herein as the “Contract”) the ULB has appointed [*please insert name of the contractor*], a Company incorporated under the Companies Act, 1956, having its registered office at [*please insert the address*] and (hereinafter referred to as the "Contractor" for installation of [●] number of Composite Modular Toilet Stalls (as defined hereinafter) consisting of “universal design modular toilet units” in the municipal limits of the ULB to be undertaken with Private Sector Participation involving manufacture, supply, installation of such Composite Modular Toilet Stalls along with its operation and maintenance for five years (the “Project”).
- (B) The Contract requires the Contractor to procure and deliver to the ULB a performance guarantee.
- (C) The Contractor has approached the Guarantor, for issuance of the performance guarantee and at the Contractor’s request and in consideration of the premises, the Guarantor has agreed to give such guarantee as hereinafter appearing.

IT IS AGREED AS FOLLOWS:

1. In consideration of the ULB having entered into the Contract with the Contractor, the Guarantor hereby irrevocably and unconditionally (save as stated herein) covenants with the ULB that upon receipt by the Guarantor of a first written demand or demands from the ULB (a “Demand” or “Demands”) in the form set out in Appendix 1, complying with the provisions of paragraphs 2, 3 and 4 of this Guarantee from time to time or at any time (subject always to the provisions of paragraph 7 below) the Guarantor shall, without further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry of the ULB or the Contractor, on demand pay to the ULB forthwith and in full without any deductions or set-offs or counterclaim whatsoever the sum claimed by the ULB in such Demand, or such lesser sum which in aggregate with all sums previously paid hereunder shall not exceed an amount equivalent to the Performance Guarantee Amount (as hereinafter defined). Subject to the terms of this Guarantee, the ULB shall not be obliged to exercise any right or remedy which it may have before making a Demand under this Guarantee.
2. The value of this Guarantee shall be from the date hereof an amount equivalent to Rs. [●] or respective currencies as applicable to the Contract (the “Performance Guarantee Amount”).

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3. The ULB may make an unlimited number of Demands under this Guarantee provided that the aggregate of all sums paid under paragraph 1 shall not exceed the Performance Guarantee Amount.
4. The Guarantor shall make payment hereunder against receipt of a Demand made in accordance with paragraphs 1, 2, and 3 above without further proof or document and notwithstanding any dispute by the Contractor and such a Demand will be conclusive evidence, subject always to the provisions of paragraph 6 below, of the Guarantor's liability to pay the ULB and of the amount or amounts which the Guarantor is liable to pay to the ULB.
5. The obligations of the Guarantor hereunder in respect of the sum or sums claimed under this Guarantee are primary, independent and absolute and not by way of surety only and the Guarantor shall not be entitled as against the ULB to delay payment.
6.
 - 6.1 This Guarantee shall enter into force on the date hereof and shall be a continuing irrevocable obligation and subject to paragraph 6.2 below shall remain in force and effect until the [*please provide the time period*] (the "**Expiry Date**") provided that if the date when the Guarantor has paid the ULB a sum which equals (or sums which in aggregate total) the Performance Guarantee Amount pursuant to the written Demand or Demands under paragraph 1 ("**Full Payment**") has occurred the Guarantee shall cease to have force and effect from the date on which Full Payment occurs, whichever is the earlier.
 - 6.2 If before the Expiry Date the Contract has been terminated the Guarantor's obligations hereunder (unless Full Payment has already occurred) shall continue until the earliest of:
 - (a) the date on which the ULB notifies the Guarantor in writing that the ULB has no further entitlement under this Guarantee; or
 - (b) Full Payment occurs.
7. Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the Contract or rights, of any party thereto, or amendment or other modification of the Contract, or any other fact, circumstance, provision of statute or law which might, were the Guarantor's liability to be secondary and not primary, entitle the Guarantor to be released in whole or in part from its undertaking, shall not in any way release the Guarantor from its obligations under this Guarantee.
8. Subject to paragraph 6, the Guarantor shall not be in any way be released or discharged from any liability hereunder by the termination of the Contract or the insolvency winding up, reorganisation, amalgamation or liquidation of the Contractor (including any appointment of a receiver, administrator, administrative receiver or supervisor of the Contractor or any of its assets) nor any dispute or disagreement whatsoever under the Contract between the ULB and the Contractor or any other person, or any disclaimer of the Contract by the Contractor or any liquidator or any other person and the obligations of the Guarantor hereunder shall be continuing and shall remain in full force and effect. The Guarantor shall indemnify the ULB immediately on demand against any cost, loss or liability suffered by the ULB as a result of the obligation to pay in accordance with paragraph 1 above being or becoming unenforceable, invalid or contrary to the laws of India (except in the case of a fraudulent demand).

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9. Each Demand or other notice given hereunder by the ULB shall be executed by an authorised representative of the ULB. For the purposes of this Guarantee, the authorised representatives of the ULB shall include the directors of the ULB, such other persons as may be designated as authorised representatives of the ULB by notice to the Guarantor and, in the case of any assignee of the ULB permitted pursuant to paragraph 12 such persons as may be designated as authorised representatives of such assignee in the notice of such assignment given pursuant to paragraph 13 as a result of which such person so became a beneficiary hereof.
10. References herein to the “ULB” shall be construed so as to include any successors or permitted assigns of the ULB or any such person in accordance with their respective interests. References in this Guarantee to any person shall be construed so as to include it and any subsequent successors, transferees and assigns in accordance with their respective interests.
11. Any reference in this Guarantee to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be amended, supplemented or novated from time to time.
12. Any demand, notice or other communication given in connection with or required by this Deed shall be made in writing (entirely in the English language) and subject to paragraph 13 shall be delivered by hand to, or sent by pre-paid registered post, or facsimile transmission to:

(i) *[please insert name of the ULB]* at:

(ii) the Guarantor at:

[address and fax no.] marked for the attention of the [●];

or such other address as may be notified in writing from time to time.

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13. Any such demand, notice or communication shall be deemed to have been duly served:

- (i) if delivered by hand, when left at the property address for service;
- (ii) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of [●]) or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

14. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the ULB and the Guarantor hereby submit to the jurisdiction of the Courts of [●] for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.

IN WITNESS HEREOF this Guarantee has been duly executed and delivered as a deed on the date first before written.

Executed as a Guarantee and Delivered by)

[please insert name of the ULB])

By)

Director

.....

Director/ Company Secretary

Executed as a Guarantee and Delivered by)

[GUARANTOR])

By)

Director

.....

Director/ Company Secretary

Signature of the Tenderer

APPENDIX 1

[To issuing Bank]

Dear Sirs

Contract for [please provide a brief description of the project] (the “**Contract**”)

Guarantee No. ***** (“**the Guarantee**”)

We refer to the above Contract and Guarantee. Terms defined in the Guarantee shall have the same meaning herein.

In accordance with the terms of the Guarantee we require payment by you of the sum of Rs [●] (***) Rupees) to the following account:

Account Number: [●] with [●] Bank, [●] Branch, Sort Code [●].

Yours sincerely,

[Signed by)
 [)
 for and on behalf of)
 [please insert name of the ULB])

Dated:

Signature of the Tenderer

ANNEXURE 6

PERFORMANCE LIQUIDATED DAMAGES

[to be inserted]

DELAY LIQUIDATED DAMAGES

[to be inserted]

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ANNEXURE 7
CONTRACTOR'S INSURANCES

[to be inserted]

Signature of the Tenderer

ANNEXURE 8

FORMAT OF COMPLETION CERTIFICATE

[to be inserted]

FORMAT OF PROVISIONAL COMPLETION CERTIFICATE

[to be inserted]

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ANNEXURE 9**SCOPE OF WORK OF THE INDEPENDENT CONSULTANT****1.0 Role of the Independent Consultant**

The Independent Consultant is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project Facilities. Broadly, the role of the Independent Consultant is to:

- (a) independently review, monitor and where required by the Agreement, to approve activities associated with the Manufacturing, Supplying, Installation, Construction of the Modular Toilet Complex, Community /Public Toilet Complexes to ensure compliance by the Contractor with the Construction Requirements;
- (b) report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- (c) assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and
- (d) review matters related to safety and environment management measures adopted by the Contractor for the Project.

2.0 Scope of Services

The services to be provided by the Independent Consultant are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

2.1 Implementation Period – Pre Construction

- (a) Ensure that all construction work fully complies with all Applicable Laws
- (b) Review all the drawings submitted by the ULB/CMA and ensure conformity of the same with the Construction Requirements.
- (c) Review of the following submitted by the Contractor.
 - (i) Quality Assurance Plan;
 - (ii) Implementation Plan;

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2.2 Implementation Period - Construction Inspection and General Services

2.2.1 The Independent Consultant would monitor, in accordance with Good Industry Practice, the progress in implementation of the Manufacturing, Supplying, Installation, Construction of the Modular Toilet Complex, Community/Public Toilet Complexes and ensure compliance with the Construction Requirements. For this purpose the Independent Consultant shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

- (a) Provide administration of the contract in full and in complete accordance with applicable laws;
- (b) Act on the ULBs' behalf as the ULBs' representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- (c) Designate tests on materials and/or equipment;
- (d) Review and approve test results and materials and/or equipment used in the Construction Works;
- (e) Interpret the requirements of the contract and make decisions regarding performance of the Contractor. The Independent Consultant shall inform and advise the ULB, in a timely manner all matters relating to the execution, progress, and completeness of the Construction Works;
- (f) Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the Independent Consultant may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- (g) Review samples, and other submissions of the Contractor to determine compliance and conformance with the requirements of the Agreement;
- (h) Provide the services of a full time resident project representative during the period commencing from 7 (seven) days from the date of appointment of the Independent Consultant until the expiry of the Independent Consultant's appointment;
- (i) Provide the services of experts to check the quality of materials and the workmanship during the manufacture, installation, construction of the Modular Toilet Complex, Community /Public Toilet Complexes.

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- (j) Provide the services of experts to check the quality of materials and the workmanship during the operation and maintenance of the toilet.

1.1.2. The Independent Consultant shall attend regular meetings (“Project Review Meetings” or “PRMs”) with the ULB/CMA and the Contractor, to be held at least once in every two week during the Construction Period to report on progress and quality of work performed by the Contractor and to discuss problems or other pertinent matters relating to the work.

The Independent Consultant shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.

2.2.3 The Independent Consultant shall prepare and submit to the ULB, Fortnightly Progress Reports including the following:

- (a) Daily progress of works;
- (b) Slippages, if any, in the construction vis-à-vis planned construction schedule and the reasons thereof;
- (c) Construction schedule for the succeeding week;
 - (i) Report on Tests
 - (ii) Report on notices issued
- (d) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
- (e) Photographic record of progress of works over the previous week.

2.3 Active Operations Period

2.3.1 During this period the Independent Consultant would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Contractor. The specific activities to be undertaken would include the following:

- (a) Provide administration of the contract in full and in complete accordance with applicable laws;
- (b) Act on the ULBs' behalf as the ULBs' representative regarding all contact with the Contractor unless expressly indicated otherwise;
- (c) Designate tests on materials and/or equipment;
- (d) Review and approve test results and materials and/or equipment used;
- (e) Interpret the requirements of the contract and make decisions regarding performance of the Contractor. The Independent Consultant shall inform and advise

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the ULB, in a timely manner all matters relating to the execution, progress, and completeness of works;

- (f) Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the Independent Consultant may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- (g) Review samples, and other submissions of the Contractor to determine compliance and conformance with the requirements of the Agreement;
- (h) Provide the services of a full time resident project representative during the period commencing from 7 seven days from the date of appointment of the Independent Consultant until the expiry of the Independent Consultant's appointment;
- (i) In addition to the daily responsibilities, conduct a general inspection of the Project Facilities at least once a month and as and when exigencies require ascertaining conformity with Construction Requirements;
- (j) Address issues relating to specific site conditions, design modifications, or Contractor disputes.
- (k) Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- (l) Undertake a quarterly review of the various records and registers to be maintained by the Contractor and suggest suitable remedial measures/ procedures, where necessary.

2.3.2 The Independent Consultant shall attend regular meetings ("Project Review Meetings" or "PRMs") with the ULBs, and the Contractor, to be held at least once in every month during the construction period to report on progress and quality of work performed by the Contractor and to discuss problems or other pertinent matters relating to the work. The Independent Consultant shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.

2.3.3 The Independent Consultant shall prepare and submit to the ULBs, Monthly Project Reports including the following:

- (a) Report on Tests

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- (b) Report on notices issued
- (c) Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
- (d) Photographic record of progress of works over the previous week.

2.4 Meetings, Records and Reporting

2.4.1 In addition to attending the meetings hereinabove mentioned, the Independent Consultant shall also participate in emergency or extra-ordinary meetings of the Parties held to deal with any Force Majeure Event or other exigencies.

2.6.2 The Independent Consultant shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:

- (a) Manpower deployed and other organisational arrangements of the Independent Consultant;
- (b) Reviews of documents submitted to it by the Contractor to meet Construction Requirements, such as manuals, Drawings, As Built drawings, schedules, plans and reports;
- (c) Inspections undertaken and notices/ instructions issued to the Contractor;
- (d) Review of compliance with Construction Requirements;
- (e) Tests;
- (f) Monthly maintenance Payment fees certified;
- (g) Change in Law;
- (h) Force Majeure Events;
- (i) Breaches and defaults by the Parties; and

2.6.3 The Independent Consultant would be required to submit the following reports to the Parties during the Concession Period:

- (a) Implementation Period
 - (i) Fortnightly Progress Report (in accordance with Article 2.2.3 above)
 - (ii) Readiness Certificate (including Provisional Readiness Certificate)
 - (iii) Any supplemental or special report that may be considered necessary by the Independent Consultant (including Force Majeure, and breach of obligations).

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ANNEXURE 10

PROJECT COMPLETION SCHEDULE

[to be inserted]

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ANNEXURE 11

CONTRACTOR'S RATE IN THE TENDER
Manufacture, Supply, Install and Construct "Universal Design Toilets" along with
its operate and maintain for five years in ----- Corporation/ Municipality

Part A: Construction Cost

Sl. No	Description	Quantity	Amount in Figures	Unit	Amount in words (Rupees)
1	<p>Manufacturing, supplying, installation and construction of Universal Design toilets as per the specifications and drawings</p> <p><u>With Sewerage:</u></p> <p>a) Modular Toilet Complex (Type SA)*</p> <p>b) Modular Toilet Complex (Type SB)</p> <p>c) *</p> <p>Modular Toilet Complex (Type SC)</p> <p>*</p> <p>d) *</p> <p><u>No Sewerage:</u></p> <p>e) Modular Toilet Complex (Type NSA) *</p> <p>f) Modular Toilet Complex (Type NSB) *</p> <p>Modular Toilet Complex (Type NSC) *</p>			<p>Each</p> <p>Each</p> <p>Each</p> <p>Each</p> <p>Each</p> <p>Each</p> <p>Each</p>	
2	Manufacturing, supplying, installation and construction of Universal Design toilets as per the				

	specifications and drawings				
a)	<u>With Sewerage:</u>			Each	
	<u>Sanitary Complex Design S1*</u>			Each	
b)	<u>Sanitary Complex Design S2*</u>				
c)	<u>No Sewerage</u>			Each	
	<u>Sanitary Complex Design NS1*</u>				
d)	<u>Sanitary Complex Design NS2*</u>			Each	

3	Auxiliary Items				
a)	Retroreflective sign boards with direction and other signages			Each	